

## PROFESSIONAL SERVICE CONTRACT TRANSMITTAL RECORD

CHANGE ORDER  
«AMENDMENT»

STANDARD PO NUMBER 2882842

CONTRACT PO NUMBER 2882841

REVISION

## Insurance Requirement

ACCOUNTS PAYABLE WILL HOLD UP ALL CONTRACT PAYMENTS UNTIL ALL INSURANCE CERTIFICATES/POLICIES REQUIRED UNDER THE CONTRACT HAVE BEEN RECEIVED. CONTRACTORS SHOULD BE MADE AWARE OF THIS REQUIREMENT.

TYPE OF CONTRACT: (Check One)

- ☐ CONSTRUCTION/DE MOLITION ☐ LEASE ☐ DEED  
☒ PROFESSIONAL SERVICES

DEPARTMENT HEAD'S SIGNATURE

DEPARTMENT  
PLANNING AND  
DEVELOPMENT

FUNDING SOURCE (Percent)

FEDERAL 100% STATE % CITY % OTHER %

DEPARTMENT CONTACT PERSON

SHERI PERSON

PHONE NO.

(313)  
628-2710

CONTRACTOR'S

Living Arts

DATE  
PREPARED  
3-27-14

## CONTRACTOR'S ADDRESS:

8701 W. Vernor Hwy  
Suite # 202  
Detroit, MI 48209ENGINEER'S ESTIMATE ☐ CONTRACT ☒ CHANGE ☐

TOTAL CONTRACT AMOUNT \$60,000.00

TOTAL CPO AMOUNT \$60,000.00

CHANGE AMOUNT

PHONE NO : (313) 841-4765

☒ CORPORATION ☐ PARTNERSHIP ☐ INDIVIDUAL

FEDERAL EMPLOYER : 43-1950379

MINORITY FIRM ☒ YES ☐ NO

PURPOSE OF CONTRACT: TO PROVIDE RECREATIONAL DANCE CLASSES TO DETROIT RESIDENTS

CHARGE ACCOUNT: 2001 -366895 -772513-651147-11892-000000- A3050

TIME &amp; DATE IN

APPROVER MUST ALSO MAKE APPROPRIATE NOTES IN ORACLE PURCHASE ORDER

TIME &amp; DATE IN

REQUESTING DEPARTMENT

AUTHORIZED DEPARTMENT REPRESENTATIVE

## BUDGET

- ☒ RECOMMEND APPROVAL  
☐ RECOMMEND DENIAL

BUDGET DIRECTOR OR DEPUTY

GRANT MANAGEMENT SECTION

- ☐ RECOMMEND APPROVAL

GRANT ACCOUNTANT

FINANCE DEPARTMENT

- ☒ RECOMMEND APPROVAL  
☐ RECOMMEND DENIAL

FINANCE DIRECTOR OR DEPUTY

LAW DEPARTMENT

- ☒ RECOMMEND APPROVAL  
☐ RECOMMEND DENIAL

CORPORATION COUNSEL

PURCHASING DIVISION

PURCHASING DIRECTOR

CITY OF DETROIT  
CONTRACTS SECTION  
LAW DEPARTMENT

CITY COUNCIL APPROVAL JCC REFERENCE: PAGE

DATE

**Detroit City Council**  
**Legislative Policy Division**

TO: Purchasing Division Staff  
FROM: David Teeter  
DATE: September 24, 2014

RE: **PURCHASING ITEMS APPROVED BY THE CITY COUNCIL**

**There were no contracts approved on September 16, 2014, that were Reconsidered**

*The following contracts and purchase orders were reported to the City Council, by the Standing Committee, at the Regular Session of September 23, 2014 and **APPROVED.***

**Reported by the Budget, Finance and Audit Committee:**

No Contracts Reported and Approved

**Reported by the Internal Operations Committee:**

2867153	Genuine Parts Co. (NAPA)	+ \$2,600,000 to \$13,388,848	GENERAL SERVICE
	[Extension thru Feb. 28, 2015]	Submitted in the List and Referred Sept. 2, 2014.	
2896489	Jorgensen Ford [8-1-14 thru 7-31-17]	\$836,494.44	GENERAL SERVICE
		Submitted in the List and Referred Sept. 9, 2014.	
2897449	Gorno Ford [20 trucks w/snow blades]	\$893,100	GENERAL SERVICE
		Submitted in the List and Referred September 9, 2014.	
2821494,Ext. to 9-30-14	Futurenet Group	\$14,071,350 – no change	INFORM.TECH.SER.
		Submitted in the List and Referred September 9, 2014.	
2821496,Ext. to 9-30-14	Computech Group	\$7,223,000 – no change	INFORM.TECH.SER.
		Submitted in the List and Referred September 9, 2014.	
2821501,Ext. to 9-30-14	CW Professionals	\$8,200,000 – no change	INFORM.TECH.SER.
		Submitted in the List and Referred September 9, 2014.	
2821499,Ext. to 9-30-14	Data Consulting	\$11,386,000 – no change	INFORM.TECH.SER.
		Submitted in the List and Referred September 16, 2014.	
2821497,Ext. to 9-30-14	PIE Management	\$5,000,000 – no change	INFORM.TECH.SER.
		Submitted in the List and Referred September 16, 2014.	

*Contracts received, approved and referred at the Regular Session of September 23, 2014*

Purchasing Division  
Contracts and Purchase Orders Received, Considered at Regular Session  
of September 23, 2014

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*The following contracts and purchase orders were reported to the City Council, by the Standing Committee, at the Regular Session of September 23, 2014 and **APPROVED**.*

**Reported by the Neighborhood and Community Services Committee:**

No Contracts Reported and Approved

**Reported by the Planning and Economic Development Committee:**

2895160	Community & Home Supports	\$200,000	PLAN. & DEVELOPT.
Submitted in the List and Referred September 9, 2014; Approved with <b><u>WAIVER</u></b> .			
2882841	Living Arts	\$60,000	PLAN & DEVELOPT.
Submitted in the List and Referred September 16, 2014; Approved with <b><u>WAIVER</u></b> .			

**Reported by the Public Health and Safety Committee:**

2848560,Renewal	AON Risk Services	\$88,426	MUNICIPAL PARKING
Submitted in the List and Referred September 2, 2014.			
2891323	Parsons Brinckerhoff Michigan	\$2,158,222.34	PUBLIC WORKS
Submitted in the List and Referred Sept. 16, 2014; Moved to New Business; Approved with <b><u>WAIVER</u></b> .			

*The following contract was submitted to the City Council and referred to the Standing Committee; At a meeting of the Committee was **WITHDRAWN**.*

**Referred to the Public Health and Safety Committee**

2889954	Michigan Police Equipment	\$358,900	POLICE
Submitted in the List and Referred September 9, 2014; <u>Withdrawn at meeting of Sept. 22, 2014</u> . Initially submitted in the List and Referred June 24, 2014; Approved by City Council July 15, 2014.			

Purchasing Division  
Contracts and Purchase Orders Received, Considered at Regular Session  
of September 23, 2014

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*The following contracts and purchase orders were reported to the City Council, at the Regular Session of September 2, 2014 by the Emergency Manager as **APPROVED**.*

No Contracts Reported separately by Emergency Manager as Approved

*The following contracts were **REFERRED** on September 23, 2014 to the indicated Standing Committee for consideration and report to the City Council.*

**Referred to Budget, Finance and Audit Committee**

2895777	Randy Lane	FINANCE
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**Referred to Internal Operations Committee**

2821499,Ext.	Data Consulting Group	INFORM.TECH.SERVICES
2821497,Ext.	PIE Management	INFORM.TECH.SERVICES
2819571,Ext.	Brilar	GENERAL SERVICES

*Correction to Funding source; Moved to New Business and approved.*

**Referred to Neighborhood and Community Services Committee**

No Contracts Referred

**Referred to Planning and Economic Development Committee**

2882841	Living Arts	PLAN. & DEVELOPMT.
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**Referred to Public Health and Safety Committee**

2891323	Parsons Brinckerhoff	PUBLIC WORKS
2809078,Increase	New Flyer Indus.	TRANSPORTATION
2896295	SEON Systems	TRANSPORTATION

Purchasing Division  
Contracts and Purchase Orders Received, Considered at Regular Session  
of September 16, 2014

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*The following items have been HELD for review, discussion or report to the Standing Committee.*

2895777	Randy Lane	\$170,000	FINANCE
Submitted in the List and Referred September 16, 2014;			

**Held in the Internal Operations Committee**

2897014,Emg.Prcmt.	J-Mac Tree and Debris	\$400,000	GENERAL SERVICE
Submitted in the List and Referred September 9, 2014; Union issues and concerns.			

2897312,Emg.Prcmt.	Tree Man Services	\$400,000	GENERAL SERVICE
Submitted in the List and Referred September 9, 2014; Union issues and concerns.			

2897313,Emg.Prcmt.	All Metro Tree Services	\$400,000	GENERAL SERVICE
Submitted in the List and Referred September 9, 2014; Union issues and concerns.			

# City Council Contract Agenda Items Review Checklist

Reviewer: \_\_\_\_\_ Date Received: \_\_\_\_\_

Date: March 27, 2014 Department: P & DD Division: NSSD Name: Living Arts

Dept Head/Contact Person: Sheri Person Phone No.: 628-2710

Description: Public Service Contract No. 2882841 PO Type: Prof Svc - CPO Est. Value: \$ \_\_\_\_\_

Contract Term (if applicable): March 1, 2013 to June 30, 2014 7-31-14

Funding: City \_\_\_\_\_ % State X % Federal \_\_\_\_\_ % Other: \_\_\_\_\_ %

(Documentation must be furnished by the Dept. if anything other than City funding)

Recommended Supplier: \_\_\_\_\_ Required Date: \_\_\_\_\_

1. Is the product or service ESSENTIAL to department operations? ☒ Yes ☐ No

If "Yes" please explain why: Per HUD grant agreement.

Consequence of not buying: Violation of HUD Funding with City of Detroit

2. Was the product or service competitively bid? ☒ Yes ☐ No

(Request copies of bid tabulation/evaluation score sheets as needed)

If the answer to #2 is "NO" explain why there was no competition: See Attached rating Sheet

3. Was a Co-Operative Agreement Considered? ☐ Yes ☒ No Co-Operative Name: \_\_\_\_\_

If answer to #3 is "No" explain why a Co-Op was not considered: \_\_\_\_\_

4. Were savings achieved?

☐ Yes Amount \$ \_\_\_\_\_

☒ No

Were additional savings requested? (10%) ☒ Yes ☐ No

5. Does the supplier currently provide other goods and services to the City? ☐ Yes ☒ No

If yes please list: \_\_\_\_\_

6. The business being awarded is NEW CONTRACT

If #6 is a renewal provide justification for renewal: \_\_\_\_\_

If #6 is a increase/decrease does this represent:

☐ Variance in unit price only (Current unit price \$ \_\_\_\_\_ Suggest Unit Price \$ \_\_\_\_\_)

☐ Change in amount/volume of the good or service to be used (no change in unit price)

7. Is this good/service used by other departments? ☐ Yes ☒ No  
If "yes" can this req/par be combined other department requirements.? ☐ Yes ☐ No

8. Is this a service that can be performed by City employees? ☐ Yes ☒ No  
Is this a service that City employees can be trained to do? ☐ Yes ☒ No

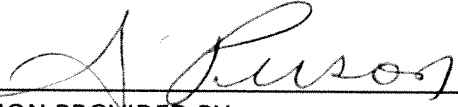
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NOTES: RFP issues for CDBG Funding. Subrecipients submitted applications. Application reviewed by Departments, City Planning Commission and Approved by the Mayor and City Council

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☒ **PLACE ON CITY COUNCIL AGENDA**

☐ **REJECT AND NOTIFY DEPARTMENT DIRECTOR:**

SIGNED:  DATE: March 27, 2014  
INFORMATION PROVIDED BY: \_\_\_\_\_  
TITLE: Project Manager  
PHONE NO. (313) 628-2710

## PUBLIC SERVICE CRITERIA RANKING FORM

(74)

Proposal # 10-106Org. Name: Living ArtsRequested Amount: \$100,000Reviewer Name: Sheri PersonActivity: RecreationRecommended Amount: \$50,000

Ranking Questions	Scoring Range	POINTS
Meets City Consolidated Plan Priority	0 to 3pts.	3
Need, Quality of Project Design/Implementation	2 pts.	2
Project need, community participation demonstrated; benefits low income	2 pts.	2
Extent of qualified management, supervision and project staffing	2 pts.	2
Scope of services is practical, efficient and clearly stated	2 pts.	2
Project site(s) meet codes, accessibility, zoning, health/safety requirements	2 pts	0
Project Budget Criteria	2 pts.	2
Costs reasonable, necessary, related to proposal	2 pts.	2
Costs are eligible per CDBG regulations and OMB circular	2 pts.	2
Budget is accurately computed	2 pts.	2
Budget request for administrative cost should not exceed 20% of the total request	2 pts.	2
Community Support and Impact	2 pts.	2
Demonstrated facility to carry out proposed activity	6 pts.	6
Demonstrated matching funds (\$, in-kind or volunteer) from other sources	14 pts.	14
Demonstrated project area support, collaboration, shared resources	3 pts.	3
Extent of real impact in project target area or on target population	10 pts.	5
Proof of site control	15 pts.	5
Tract Record and Financial Management Capacity	8 pts.	8
<b><i>If organization has current CDBG funding:</i></b>		
Audit or monitoring findings are resolved or minor	2 pts.	2
Payment requests and performance reports are accurate/on time	2 pts	2
Organization has demonstrated need for continued funding	2 pts	2
Extent to which org has documented successful project outcome	2 pts.	2
Organization must show that program is moving population served toward self-sufficiency	2 pts.	0
<b><i>If organization does not have current CDBG funding:</i></b>		
Extent demonstrated has bookkeeping capacity meeting CDBG requirements	2 pts.	
Extent demonstrated successful past program outcome/evaluation	2 pts.	
Extent has staff & mgmt adequate to operate a successful program	2 pts.	
Detroit Based/headquartered	2 pts.	2
Detroit Based (Project site in city; Headquarters not)	1 pts.	
Not based or headquartered in Detroit	0 pts.	





# REQUEST FOR INCOME TAX CLEARANCE

REQUESTING DEPARTMENT/DIVISION: PDD

E MAIL ADDRESS: \_\_\_\_\_

CONTACT NAME: Sherida Person

PHONE: 624 3710

FAX: \_\_\_\_\_

Type of Clearance:

☐ New

☐ Renewal (Please submit 30 days prior to submitting bid or expiration date)

To:  
A. City of Detroit  
Income Tax Division  
Coleman A. Young Municipal Center  
2 Woodward Avenue, Ste. 512  
Detroit, MI 48226

For:

Individual or

Company Name Living Art

Address 8701 W. Vernor Ave 503

Phone: (313) 224-3328 or 224-3329

Fax: (313) 224-4588

City Detroit

State MI

Zip Code 48207

Telephone (313) 841-4745

Fax # \_\_\_\_\_

E-mail Address \_\_\_\_\_

B. Name of Chief Financial Officer/Authorized Contact Person  
(include address if different from above)

Nichole McKeen

Telephone # \_\_\_\_\_

Fax # \_\_\_\_\_

Employer Identification or Social Security Number

43-1952379

Spouse Social Security Number \_\_\_\_\_

Nature of Contract \_\_\_\_\_

BID CONTRACT AMOUNT (if known):

Labor: \$ \_\_\_\_\_ Material: \$ \_\_\_\_\_

Contract # (if known) \_\_\_\_\_

C. ALL QUESTIONS MUST BE ANSWERED TO EXPEDITE APPROVAL PROCESS. ANY QUESTION NOT ANSWERED MAY RESULT IN A DENIAL OF INCOME TAX CLEARANCE.

Check One:

☐ Individual

☐ Corporation

☐ Partnership

☐ Estate & Trust

## INDIVIDUALS ANSWER QUESTIONS 1,2,3,4.

1. Have you filed joint returns with spouse during the last seven (7) years? (If yes, include spouse SSN above) ☐ Yes ☐ No
2. Are you a student, and/or claimed as a dependent on someone else's tax return? ☐ Yes ☐ No
3. Were you employed during the last seven (7) years? ☐ Yes ☐ No
4. Were you a resident of Detroit during the last seven (7) years? ☐ Yes ☐ No

## CORPORATIONS AND PARTNERSHIPS ANSWER QUESTIONS 5,6,7.

5. Is the company a new business in Detroit? If yes, attach Employer Registration (Form DSS-4). ☐ Yes ☐ No
6. Will the company have employees working in Detroit? ☐ Yes ☐ No
7. Will the company use sub-contractors or independent contractors in Detroit? ☐ Yes ☐ No

D.

## FOR INCOME TAX USE ONLY

Has the contractor complied with the provisions of the City Income Tax Ordinance?

☒ Yes

☐ No

Signature E. Reed

Date JUL 16 2013

Expires JUL 16 2014

☐ Yes

☐ No

Signature \_\_\_\_\_

Date \_\_\_\_\_

Expires \_\_\_\_\_

☐ Yes

☐ No

Signature \_\_\_\_\_

Date \_\_\_\_\_

Expires \_\_\_\_\_

To check the status of a clearance, please call (313) 224-3328 or (313) 224-3329

VISIT OUR WEBSITE FOR INFORMATION AND TAX FORMS AT [www.ci.detroit.mi.us](http://www.ci.detroit.mi.us)

NOTE: An approved Income Tax Certificate may be used in multiple city wide departments that require a bid.

**CITY OF DETROIT - ACCOUNTS RECEIVABLE CLEARANCE FORM**

PLEASE FORWARD IN DUPLICATE TO ROOM 1012 (CCB)

COLEMAN A. YOUNG MUNICIPAL CENTER

REVENUE COLLECTIONS - (313) 224-4087

SECTION A: FROM: ☐ CITY ENGINEERING ☐ HEALTH ☐ LAW ☐ POLICE ☐ RECREATION ☐ WATER & SEWERAGE  
☒ OTHER: **NEIGHBORHOOD SUPPORT SERVICES - PLANNING & DEVELOPMENT DEPARTMENT**

ADDRESS: **65 CADILLAC SQUARE, SUITE 1400 - (313) 224-9974 - Fax: (313) 224-2321**CONTACT PERSON: **Tamika Dixon** PHONE NUMBER: **224-9974** DATE SENT:☒ SECTION B: CORPORATION LIVING ARTS

CORPORATION NAME:

ADDRESS: **8701 W. VERNOR - SUITE 202, DETROIT, MI 48209**☐ OWN☐ LEASECURRENT TAX IDENTIFICATION NUMBER **43-1950379**

OTHER/CITY/STATE/TAX IDENTIFICATION NUMBER (S) PREVIOUSLY USED:

CONTACT PERSON: **NICHOLE McUMBER**PHONE NUMBER: **313-8414765**

**REVENUE COLLECTIONS**  
**APPROVED**  
**CONTRACT CLEARANCES**

☐ SECTION C: PARTNERSHIP

BUSINESS NAME:

ADDRESS:

☐ OWN ☒ LEASE

OTHER/CITY/STATE/TAX IDENTIFICATION NUMBER(S) PREVIOUSLY USED:

A. PARTNER'S NAME:

HOME ADDRESS: CITY/STATE/ZIP:

☐ OWN ☐ LEASE SOCIAL SECURITY NUMBER:

OTHER CITY PROPERTY OWNED ADDRESSES:

B. PARTNER'S NAME:

HOME ADDRESS: CITY/STATE/ZIP:

☐ OWN ☐ LEASE SOCIAL SECURITY NUMBER:

OTHER CITY PROPERTY OWNED ADDRESSES:

CONTACT PERSON: PHONE NUMBER:

☐ SECTION D: SOLE PROPRIETORSHIP

OWNER'S NAME:

HOME ADDRESS: ☐ OWN ☐ LEASE

CITY/STATE/ZIP:

BUSINESS NAME:

BUSINESS ADDRESS: ☐ OWN ☐ LEASE

CITY/STATE/ZIP:

SOCIAL SECURITY NUMBER: PHONE NUMBER:

CITY/STATE/ZIP:

CURRENT TAX IDENTIFICATION NUMBER:

OTHER/CITY/STATE/TAX IDENTIFICATION NUMBER(S) PREVIOUSLY USED:

OTHER PROPERTY ADDRESSES OWNED WITHIN DETROIT:

☐ SECTION E: PERSONAL SERVICES

NAME:

HOME ADDRESS: ☐ OWN ☐ LEASE

CITY/STATE/ZIP:

SOCIAL SECURITY NUMBER: PHONE NUMBER:

OTHER PROPERTY ADDRESSES OWNED WITHIN DETROIT:

**FOR TREASURY COLLECTION USE ONLY!****FOR INCOME TAX DIVISION USE ONLY!**☒ APPROVED ☐ DENIED WITH ATTACHMENTS☐ APPROVED☐ DENIED

CLEARANCE VALID UNTIL

**JAN 15 2015**

*[Signature]*  
 SIGNATURE

DATE

SIGNATURE

DATE

Project Manager: SHERIDA PERSON

**COVENANT OF EQUAL OPPORTUNITY**  
**(Application for Clearance – Terms Enforced After Contract is Awarded)**

I, being a duly authorized representative of the Living Arts, (hereinafter "Contractor"), do hereby enter into a Covenant of Equal Opportunity (hereinafter "Covenant") with the City of Detroit, ("hereinafter" City); obligating the Contractor and all sub-contractors not to discriminate against any employee or applicant for employment, training, education, or apprenticeship connected directly or indirectly with the performance of the contract, with respect to his or her hire, promotion, job assignment, tenure, terms, conditions or privileges of employment because of race, color, religious beliefs, public benefit status, national origin, age, marital status, disability, sex, sexual orientation, or gender identity or expression.

I understand that it is my responsibility to ensure that all potential sub-contractors are reported to the City of Detroit Human Rights Department and have a current *Contract Specific* Clearance on file prior to working on any City of Detroit contract. I further understand that the City of Detroit reserves the rights to require additional information prior to, during, and at any time after the Clearance is issued.

Furthermore, I understand that this covenant is valid for the life of the contract and that a breach of this covenant shall be deemed a material breach of the contract and subject to damages in accordance with the City of Detroit Code, Ordinance No. 27-3-2, Section (e).

RFQ / PO No. 2882841

Printed Name of Contractor: Living Arts  
(Type or Print Legibly)

Contractor Address: 8701 W. Vernor Hwy MI 48209  
(City) Detroit (State) (Zip)

Contractor Phone/E-mail: 313-841-4765 / melanie@livingartsdetroit.org  
(Phone) (E-mail)

Printed Name & Title of Authorized Representative: Melanie Knoll Co-Executive Director  
Operations + Outreach

Signature of Authorized Representative: Melanie Knoll

Date: 2/27/2013

Signature of Notary: Antonio J. Rodriguez

Printed Name of Seal of Notary: ANTONIO J. RODRIGUEZ

My Commission Expires: 11 / 15 / 2015

\*\*\*This document MUST be notarized \*\*\*

ANTONIO J. RODRIGUEZ  
NOTARY PUBLIC – MICHIGAN  
WAYNE COUNTY  
ACTING IN THE COUNTY OF WAYNE  
MY COMMISSION EXPIRES 11/15/2015

Cov. Rec'd: <u>  /  /  </u> in <u>  </u>		For Office Use Only: Department Name: <u>PDD</u>
<input type="checkbox"/> Accepted by: <u>  </u>	<input checked="" type="checkbox"/> Rejected by: <u>  </u>	
Please email or fax Covenant and EOC to Director of Human Rights Department 1026 CAYMC at HumanRightsCL@detroitmi.gov or fax (313) 224-3434.		



JUL 08 REC'D

OP ID: MS

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

07/07/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Brownrigg Companies, Ltd. 840 West Long Lake Rd Ste 100 Troy, MI 48098 Valissa J. Naganashe		<b>CONTACT NAME:</b> <b>PHONE</b> (A/C, No, Ext): <b>E-MAIL ADDRESS:</b> <b>PRODUCER CUSTOMER ID #:</b> LIVIN-3	
<b>INSURED</b> Living Arts PO Box 09058 Detroit, MI 48209	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	<b>INSURER A:</b> Hartford Insurance Co.		19682
	<b>INSURER B:</b> Amerisure Companies		
	<b>INSURER C:</b> Great American Insurance Co.		
	<b>INSURER D:</b> Hartford Insurance Co.		19682
<b>INSURER E:</b>			
<b>INSURER F:</b>			

## COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
C	<b>GENERAL LIABILITY</b>	X	MAC5835361	08/05/2013	08/05/2014	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					MED EXP (Any one person) \$ 5,000
						PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE \$ 2,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					PRODUCTS - COMP/OP AGG \$ 2,000,000
B	<b>AUTOMOBILE LIABILITY</b>	X	CA2003495060008	10/01/2013	10/01/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ANY AUTO					BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS					BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS					PROPERTY DAMAGE (PER ACCIDENT) \$
X	HIRED AUTOS					\$
X	NON-OWNED AUTOS					\$
	<b>UMBRELLA LIAB</b>					EACH OCCURRENCE \$
	<input type="checkbox"/> EXCESS LIAB					AGGREGATE \$
	<input type="checkbox"/> DEDUCTIBLE					\$
	<input type="checkbox"/> RETENTION \$					\$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>	Y/N	35WECBT1444	10/01/2013	10/01/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input checked="" type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)					E.L. EACH ACCIDENT \$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE \$ 500,000
						E.L. DISEASE - POLICY LIMIT \$ 500,000
D	<b>Commercial Crime</b>		35BDDDR0793	09/27/2013	09/27/2014	Limit 10,000 Ded 500

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
City of Detroit Department Planning & Development are named as Certificate Holder and Additional Insured w/respects to Funding Contract

## CERTIFICATE HOLDER

## CANCELLATION

CITYD-1

City of Detroit  
Dept. Planning & Development  
65 Cadillac Square Rm.1400  
Detroit, MI 48226

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE  
Valissa J. Naganashe

## Hiring Policy Compliance Affidavit

I, Melanie Knoll, being duly sworn, state that I am the Co-Executive Director  
\_\_\_\_\_ of Living Arts  
Title Name of Bidder Corporation or Other Business Entity

and that I have reviewed the hiring policies of this employer. I affirm that these policies are in compliance with the requirements of Article V, Division 6 of the Detroit City Code of 1984, being Sections 18-5-81 through 18-5-86 thereof. I further affirm that this employer will not inquire or consider the criminal convictions of applicants for employment needed to fulfill the terms of any City contract that may result from the competitive procedure in connection with which this affidavit is submitted, until such times as the employer interviews the applicant or determines that the applicant is qualified.

In support of this affidavit, I attach a copy of the application form that will be used to hire employees needed to fulfill the terms of any City contract that may result from the competitive procedure in connection with which this affidavit is submitted.

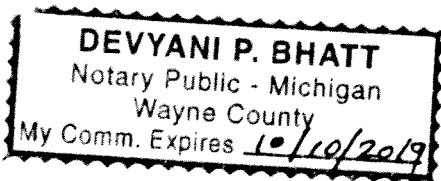
SIGNED,

Melanie Knoll

Title: Co-Executive Director Date: 9/27/13

STATE OF Michigan )  
COUNTY OF Wayne ) SS

The foregoing Affidavit was acknowledged before me the 27<sup>th</sup> day of September 13.  
by Melanie Knoll



Notary Public, County of Wayne

State of Michigan

My commission expires: 10/10/2019

# Living Arts

## Application for Employment

*Please Print All Information*

LAST NAME: _____		FIRST NAME: _____		DATE: _____	
				MIDDLE NAME: _____	
ADDRESS: _____	NUMBER _____	STREET _____	CITY _____	STATE _____	ZIP CODE _____
TELEPHONE ( ) _____		SOCIAL SECURITY NUMBER: _____			
NUMBER(S): ( ) _____					
<b>HOW DID YOU HEAR ABOUT US?</b>					
<input type="checkbox"/> ADVERTISEMENT		<input type="checkbox"/> FRIEND		<input type="checkbox"/> COLLEGE	
<input type="checkbox"/> WALK-IN		<input type="checkbox"/> EMPLOYMENT AGENCY		<input type="checkbox"/> GOVT/STATE AGENCY	
<input type="checkbox"/> RELATIVE		<input type="checkbox"/> OTHER: _____			

Have you ever been employed by us before? ☐ YES ☐ NO

Are you currently employed? ☐ YES ☐ NO

May we Contact your present employer? ☐ YES ☐ NO

Are you 18 Years or Older? ☐ YES ☐ NO

Are you prevented from lawfully becoming employed in this country due to Visa or Immigration status? (Proof of citizenship or immigration status is required upon employment.) ☐ YES ☐ NO

You are Available to Work: ☐ Full Time ☐ Part Time ☐ Temporary

Date you can Begin Work: \_\_\_\_\_

### EDUCATION:

School/Address:	Credits Earned	Major	Diploma/Degree
High School:			
College:			
Technical/Other:			

# Living Arts

## Application for Employment

*Please Print All Information*

LIST BELOW ALL PRESENT AND PAST EMPLOYMENT, BEGINNING WITH YOUR MOST RECENT. ALL TIMES MUST BE ACCOUNTED FOR WHETHER EMPLOYED OR NOT. ATTACH AN ADDITIONAL SHEET IF NECESSARY.

NAME AND ADDRESS OF COMPANY AND TYPE OF BUSINESS	FROM		TO		DESCRIBE THE WORK YOU DID AND YOUR TITLE	REASON FOR LEAVING	NAME, TITLE AND PHONE NUMBER OF YOUR SUPERVISOR
	MO	YR	MO	YR			

Describe in detail any special skills you have in computer, office equipment skills, or the arts:

### Licenses And Certifications:

Please list any licenses or certifications held and the dates obtained:

1: \_\_\_\_\_

3: \_\_\_\_\_

2: \_\_\_\_\_

4: \_\_\_\_\_

# Living Arts

## Application for Employment

*Please Print All Information*

### PERSONAL REFERENCES

Name: \_\_\_\_\_ Company: \_\_\_\_\_ Phone: \_\_\_\_/\_\_\_\_/\_\_\_\_

Address: \_\_\_\_\_ Relationship: \_\_\_\_\_

City/ State/ Zip: \_\_\_\_\_

Name: \_\_\_\_\_ Company: \_\_\_\_\_ Phone: \_\_\_\_/\_\_\_\_/\_\_\_\_

Address: \_\_\_\_\_ Relationship: \_\_\_\_\_

City/ State/ Zip: \_\_\_\_\_

Name: \_\_\_\_\_ Company: \_\_\_\_\_ Phone: \_\_\_\_/\_\_\_\_/\_\_\_\_

Address: \_\_\_\_\_ Relationship: \_\_\_\_\_

City/ State/ Zip: \_\_\_\_\_

### - Applicant's Statement -

"I understand that investigative reports involving information concerning my character, employment history, police record, credit and indebtedness may be obtained prior to any final offer of employment. Upon timely written request to the personnel department of the company, the nature and scope of the report will be disclosed to me."

"I certify that the answers given by me in this employment application are true, correct and complete. I agree that the company shall not be liable, in any respect, if my employment is terminated because of misstatements or pertinent omissions made by me in this application."

SIGNATURE OF APPLICANT: \_\_\_\_\_

DATE: \_\_\_\_\_

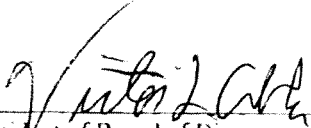
This application is valid for sixty days from the application date unless renewed in person or in writing.

**LIVING ARTS is an EQUAL OPPORTUNITY EMPLOYER**  
**PF-1**



## CONFLICT OF INTEREST CERTIFICATION

I hereby affirm that I have received copies of the provisions of the Code of Federal Regulations relevant to conflict of interest in regard to subrecipient agreements under the CDBG, HOME, and ESG programs and I hereby certify that to the best of my knowledge and belief, no actual or apparent conflict of interest exists with regard to the performance of this contract.

Signature  9/27/13  
President of Board of Directors Date  
(Or authorized representative)

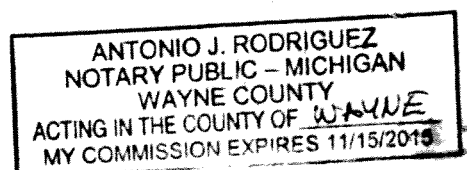
Living Arts

**CITY OF DETROIT**  
**SLAVERY ERA RECORDS AND INSURANCE DISCLOSURE AFFIDAVIT**

1. Name of Contractor: Living Arts
2. Address of Contractor: 8701 W. Vernor Hwy. Ste. 202  
Detroit, MI 48209
3. Name of Predecessor Entities (if any): \_\_\_\_\_
4. Prior Affidavit submission? ☒ No ☐ Yes, on: \_\_\_\_\_  
(Date of prior submission)  
If "No", complete Items 5 and 6.  
If "Yes", list date of prior submission above, go to Item 6 and execute this Affidavit.
5. ☒ Contractor was established in 1999 (year) and did not exist during the slavery era in the United States, is not a successor in interest to any entity that existed during such time, and therefore has no relevant records to search, or any pertinent information to disclose.  
☒ Contractor has searched their records and those of any predecessor entity, and has found no records that they or any predecessor(s) made any investments in, or derived profits from the slave industry or from slave holder insurance policies.  
☒ Contractor has found records that they or their predecessor(s) made investments in, or derived profits from, the slave industry or slave holder insurance policies. The nature of the investment, profits, or insurance policies, including the names of any slaves or slave holders, is disclosed in the attached document(s).
6. I declare that the representations made in this Affidavit are accurate to the best of my knowledge and are based upon a diligent search of records in the Contractor's possession or knowledge. All documentation attached to this Affidavit reflects full disclosure of all records that are required to be disclosed to the City of Detroit. I also acknowledge that any failure to conduct a diligent search, or to make a full and complete disclosure, shall render this contract voidable by the City of Detroit.

Melanie Knoll (Printed Name) Co-Executive Director Operations  
Melanie Knoll (Signature) 2/28/2013 (Date) Outreach

Subscribed and sworn to before me  
this 28<sup>th</sup> day of FEBRUARY  
2013  
Notary Public, WAYNE County, Michigan  
My Commission expires: 11-15-2015



## Request for Taxpayer Identification Number and Certification

Give Form to the  
requester. Do not  
send to the IRS.

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return) <b>LIVING ARTS</b>	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ <input type="checkbox"/> Other (see instructions) ▶	
	<input checked="" type="checkbox"/> Exempt payee	
	Address (number, street, and apt. or suite no.) <b>8701 W. Vernor Highway, Suite 202</b> City, state, and ZIP code <b>Detroit, MI 48209</b> List account number(s) here (optional)	
Requester's name and address (optional)		

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number									
			-						
Employer identification number									
4	3	-	1	9	5	0	3	7	9

### Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here    Signature of U.S. person ▶ *Melanee*

Date ▶ **8/13/2012**

### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

#### Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

# PLANNING & DEVELOPMENT TRANSMITTAL FORM

ROUTE TO:	INITIAL	DATE
1. Kerry Baitinger	KPB	4-1-14
2. Chidi Nyeche	CN	4/2/14
3. Lisa Oelwa	LO	4/2/14
4.		

Approve/Sign	Per Conversation	File
Revise/Correct	Recommendations	Follow-Up
Return to me	Circulate	See me/Call me
FYI	Per Request	Provide Status
Forward to:	Discuss with:	Attend

Attached is a: ReportMemo Contract Letter

SUBJECT/DOCUMENT DESCRIPTION/COMMENTS  
(Attach related correspondence)

Subrecipient Name Living Arts.

Fiscal Year 2012-2013

March 1, 2013 - June 30, 2014 7-31-14 SP

Contract Amount \$60,000.00

CPO/SPO 2882841 / 2882842

Sheri Person 628-2710

FROM: PHONE:

Division: P+DD N/SSD



**City of Detroit  
Planning and Development Department  
Grant Agreement Review**

**Name of Organization:** Living Arts **Grant Amount:** \$60,000.00  
**Fiscal Year:** 2012-2013 **Contract Period:** 3/1/13- 6/30/14 **Grant Sources:** CDBG

1. All supporting documents and cover sheets were provided (check one): ☒ Yes ☐ No

If no, the following documents were missing:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. The contract was completed and signed, as applicable (check one): ☒ Yes ☐ No  
3. The budget was included and correct (check one): ☒ Yes ☐ No  
4. The agreement met all of the applicable grant requirements (check one): ☒ Yes ☐ No

If the answer to any of questions 2-4 is no, the following information is needed and the agreement must be resubmitted:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Reviewer Comments:** Although the agreement expires in 6/30/2014, invoices have been received from the vendor for all expenses under the grant. The name of the City staff contact was revised. Living Arts show area benefit national objective which is acceptable.

Recommend approval: ☒ Yes ☐ No

Chris Plummer  
Chris Plummer, Corporate Facts

5/28/14  
Date

## DETAIL REPORT

### Professional Service / Personal Service Agreement

RE: Living Arts  
CDBG Contract- Public Service

P&DD Division: NSSD

Contact: Sheri Person

Phone: 313.628-2710

Report Date: 27 March 2014

### Signature Required For:

- ☐ Professional Service Agreement  
☐ Personal Services Agreement  
☒ Other: Public Service Agreement

After Agreement is signed, it will be processed through the City contract process for Council/Emergency Manager approval.

### Contractor Information

Contractor: <u>Living Arts</u>	Contract Amount: <u>\$60,000.00</u>
Principal Name: <u>Kimberly Kleinhans</u>	Funding Source: <u>CDBG</u> 7-31-14 - SP
Contractor Title: <u>Project Coordinator</u>	Contract Term: <u>March 1, 2013 - June 30, 2014</u>
Address: <u>8701 W. Vernor Hwy, Suite 202, Det, MI 48209</u>	
Justification for Additional Allocation:	P&DD Procurement Process: Proposal submitted as a result of the annual CDBG process. Proposal rated and accepted. Approved through the Budget process by the Detroit City Council. Approved by the Emergency Manager.

### Scope of Services

Provide recreational dance instruction to youth ages 3 -17 years. Both male and female clients. Classes will be provided both afternoon and evening hours. Average 140 clients per year. Classes will be in Jazz, ballet, Modern and Creative movement. A showcase performance will be given at the end of the year. A minimum of 800 units of service per year.

### Additional Comments

**PLANNING AND DEVELOPMENT DEPARTMENT  
CONTRACT CHECKLIST**

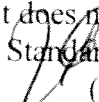
Contractor's/Project Name: \_\_\_\_\_ Living Arts \_\_\_\_\_

Contract Amount: \_\_\_\_\_ \$60,000 \_\_\_\_\_

SPO Number 2882842

CPO Number 2882841

**Please denote the status of the following in said contract:**

- |   |   |              |
|---|---|--------------|
| 1. Divisional approval of contract (by Exec/Gen Mgr or designate)   | X Yes   | No           |
| 2. Catalog of Federal Domestic Assistance (CFDA) Number   | X Yes   | No      __NA |
| 3. Grant Agreement Number   | X Yes   | No      __NA |
| 4. Signatures:  |   |              |
| a. Authorized Representatives and Witnesses   | X Yes   | No           |
| b. Corporate Acknowledgement (notarized)  | X Yes   | No           |
| c. Resolution of Corporate Authority (form completed)   | X Yes   | No           |
| d. Lobbying Certificate   | X Yes   | No           |
| e. Certification of Debarment/Suspension  | X Yes   | No           |
| f. Insurance Certificates (if applicable)   | __NA  |              |
| i. Employee Insurance Yes   | X No (if no, identify reason under Comments)  |              |
| Comments  | __Insurance Expired____   |              |
| ii. Auto Insurance Yes  | X No (if no, identify reason under Comments)  |              |
| Comments  | __Insurance Expired____   |              |
| 5. Verification: Based on my review, it does not appear that the <u>contract date</u> , <u>scope of service</u> or <u>budget</u> have been altered or changed after Labor Standards (if applicable) and/or Contract Monitoring (if applicable) previous approval. |   |              |
|   |  (Initial) |              |

Reviewed by



Date:

4/7/14

NOTIFICATION OF CONTRACT AWARD

P & D # 4328

CPO # 2882841

ORG: 366895

OBJ. CODE/DETAIL: 651147 ACT. PUR. NO:

Name of Program: Public Service

Location: City of Detroit

Grant Number:

CDBG

Sponsor: City of Detroit

% Minority Sponsorship:

100%

Business Name

Living Arts

Principal Owner:

NON-PROFIT

Address:

8701 W. Vernor Hwy. Det, MI 48209

Telephone:

(313) 841-4765

Internal Revenue Number (If Applicable): 43-1950379

Principal Ownership Over 50% (Check One on Each Line):

Black ☐ Hispanic ☐ Amer. Indian ☐ Asian ☐ White ☐

Sex: Male ☐

Female ☐

**SUB-CONTRACTOR**

Business Name:

Principal Owner:

Address:

Telephone:

Internal Revenue Number (If Applicable):

Principal Ownership Over 50% (Check One on Each Line):

Black ☐ Hispanic ☐ Amer. Indian ☐ Asian ☐ White ☐

Sex: Male ☐ Female ☐

**CONTRACT AWARD**

TYPE of CONTRACT: Construction ☐

Service ☒ Supply ☐

Check Tier: Prime ☒ Sub ☐

Sub/Sub ☐

Total Dollar Value: \$60,000.00

Award Date:

If Joint Venture, Amount Minority: \$

Amount Majority: \$

This serves as such notification for the above contract.

Preparer's Signature

Date



CONTRACT # P DD # 4382 CPO #2882841  
SPO # 2882842 ☐ Waiver

CHANGE ORDER # «Amendment» Agenda Date \_\_\_\_\_

DEPARTMENT Planning and Development Department CCR: \_\_\_\_\_

### CONTRACT SYNOPSIS

NAME: Living Arts

ADDRESS: 8701 W. Vernor Hwy, Suite 202, Detroit, MI 48209

NOF Public Service – Living Wage Ordinance Does Not Apply

WHAT FORM OF COMPETITION Request for Proposal (RFP) # NOF - Public Service

DID THE DEPARTMENT ENGAGE Request for Quotes (RFQ) # \_\_\_\_\_

IN TO OBTAIN THIS PROFESSIONAL Request for Qualifications (RFQQ) # \_\_\_\_\_

SERVICE CONTRACT: If there was no competition obtained, explain why:

*Annual public service Neighborhood Opportunity Fund RFP's (applications) are issued in October. City Council budgets awards for specific activities and organizations. Thus the projects are already earmarked for certain groups and cannot be bid out again.*

PROJECT: Living Arts

Type of Funding and %: 100 % Community Development Block Grant

CONTRACT

AMOUNT: \$60,000.00

CONTRACT

PERIOD: March 1, 2013 – June 30, 2014 <sup>7-31-14</sup>

ADVANCE

PAYMENT -0-

BRIEF

DESCRIPTION: Provide recreational dance classes to Detroit Youth

REASON FOR

DELAY:

Section One: (to be completed by contract manager)

Date

RECEIVED  
Vendor NameName Living ArtsAddress: 8701 W. Vernor Hwy, Suite 202, Detroit, MI 48209

APR 04 2014

Phone # «Coord\_Phone»

CITY OF DETROIT  
PLANNING & DEVELOPMENT DEPT  
BUDGETOwnership over 50% ☐ Black ☐ Hispanic ☐ American Indian ☐ Asian ☐ White  
☐ Male ☐ FemaleContract/Cost Center Name: Living Arts Approp. # 11892 Object Code # 651147HUD Activity # \_\_\_\_\_ Grantee APN: \_\_\_\_\_ Org. # 366895 Advance \$ -0-Contract Amount: \$60,000.00 ☒ Set-up ☐ Amendment Contract # CPO # 2882841 SPO # 2882842Funding Source: ☒ CDBG ☐ HOME ☐ ESG ☐ HOPWA ☐ Other Federal ☐ State ☐ GeneralFund ☐ Bond ☐ Other 7-71-14 Contract Type: ☐ Construction ☒ Service ☐ SupplyContract Period: March 1, 2013- June 30, 2014 58 Contract Description: **PUBLIC SERVICE**Contract Manager : Sheri Person Section: Neighborhood Support Services Phone # 628-2710

## Section Two: Approval Process

- > **Executive Manager:** Compensation clause equals Budget ☐ Yes ☐ No Funds Available ☐ Yes ☐ No  
In \_\_\_\_\_ FY Consolidated Plan: Activity \_\_\_\_\_ \$ \_\_\_\_\_ In Scope ☐ Yes ☐ No  
Contract Monitoring approved boilerplate ☐ Yes ☐ No Cited exhibits included in contract ☐ Yes ☐ No

Signature: \_\_\_\_\_

Date: 4/2/14

- > **EEO/Labor Standards:** Signature: \_\_\_\_\_ N/A Date: \_\_\_\_\_

- > **Contract Monitoring:** Signature: \_\_\_\_\_ N/A Date: \_\_\_\_\_

- > **Contract Manager:** (The following items are attached to the contract)

☒ Agreement Transmittal Record (C of D 979)☒ Three copies of signed agreement/amendment☐ Indirect cost proposal (if applicable)☐ Clearances: ☐ Income Tax☐ Property Tax☐ Personal Property☐ Human Rights☐ Insurances: ☐ General Liability☐ Automobile☐ Workers' Compensation☐ Other \_\_\_\_\_☐ Notification of Contract Award signed by contractor/vendor☐ Reason for delay: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

## 0 Department Approval:

Cost Center Balance \$ 84,798.46 16Date: 4-7-14☒ Approved ☐ Denied ☐ Insufficient funds ☐ Incomplete/Incorrect forms ☐ Questionable account number

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

- > 0 IDIS: (Consolidated Plan) Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Contract Manager must attach copy of IDIS Set-up Form

- > **Accounting:** Signature: \_\_\_\_\_ Date: \_\_\_\_\_

0 = Copy of form needed for file at these stops, also copy MIS for Federal reporting

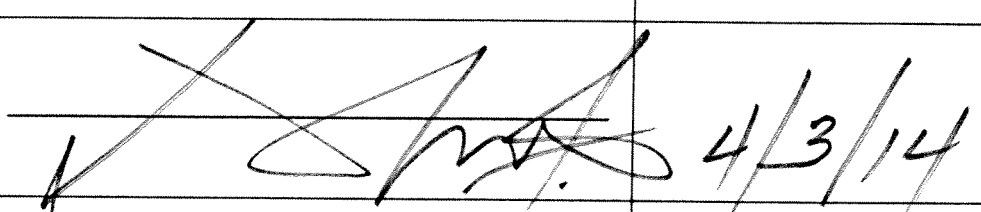
Date to Financial Management \_\_\_\_\_  
Must Be Stamped with Time Clock

## FINANCIAL AND RESOURCE MANAGEMENT

### CONTRACT, PAYMENTS, AND PURCHASE ORDER TRANSMITTAL

Contractor or Payee: <b>Living Arts</b>		PDD Division: Neighborhood Support Services
CPO: 2882841	SPO: 2882842	Prepared By: <b>Sheri Person</b>
Payment #: Contract Set-Up	Amount: \$60,000.00	Date Returned to Submitting Division:
Appropriation #: 11892	Organization #: 366895	Reason Returned:
Object Code: 651147		DRMS BATCH #:
APN:		IDIS Vouchers #:

THIS SECTION BELOW TO BE COMPLETED BY THE FINANACIAL & RESOURCE MANAGEMENT DIV.

SECTION	DATE-IN	REMARKS	DATE-OUT
LABOR STANDARDS (if applicable)	N/A	N/A	N/A
NOF PROJECT MANAGER TEAM LEADER			
ACCOUNTING MANAGER			
IDIS			
IDIS APPROVAL			

**Funds Available Inquiry (COD)**

**Selection Criteria**

Amount Type: **Year To Date Extended**

Encumbrance Type: **ALL**

Account Level: **All**

**Funds Available (USD)**

Summary	Account	Budget	Encumbrance	Actual	Funds Available
<input checked="" type="checkbox"/>	2001-366895-000000-651147-1189	62,500.00	0.00	0.00	62,500.00
<input type="checkbox"/>	2001-366895-000795-651147-1189	24,798.46	264.80	62,235.20	(37,701.54)
<input type="checkbox"/>	2001-366895-772513-651147-1189	60,000.00	0.00	0.00	60,000.00
<input checked="" type="checkbox"/>	BUDC-366895-T-P06200-11892-T	147,298.46	264.80	62,235.20	84,798.46
<input type="checkbox"/>					
<input type="checkbox"/>					
<input type="checkbox"/>					
<input type="checkbox"/>					

**Encumbrance Amounts**

Requisition: **0.00**      Purchase Order: **0.00**      Other: **0.00**

**Account Description:**

Block Grant-Living Arts-DUMMY PROJECT FOR GL-Public Services\Bloc-Living Arts-Undefined Utility Ac-Undefined

4.7.14

# Living Arts

## Application for Employment

*Please Print All Information*

LAST NAME: _____		FIRST NAME: _____		MIDDLE NAME: _____		DATE: _____
ADDRESS: _____		NUMBER _____	STREET _____	CITY _____	STATE _____	ZIP CODE _____
TELEPHONE _____		( ) _____	SOCIAL SECURITY NUMBER: _____			
NUMBER(S): _____		( ) _____				
<b>HOW DID YOU HEAR ABOUT US?</b>						
<input type="checkbox"/> ADVERTISEMENT		<input type="checkbox"/> FRIEND		<input type="checkbox"/> COLLEGE		
<input type="checkbox"/> WALK-IN		<input type="checkbox"/> EMPLOYMENT AGENCY		<input type="checkbox"/> GOVT/STATE AGENCY		
<input type="checkbox"/> RELATIVE		<input type="checkbox"/> OTHER: _____				

Have you ever been employed by us before?		<input type="checkbox"/> YES	<input type="checkbox"/> NO
Are you currently employed?		<input type="checkbox"/> YES	<input type="checkbox"/> NO
May we Contact your present employer?		<input type="checkbox"/> YES	<input type="checkbox"/> NO
Are you 18 Years or Older?		<input type="checkbox"/> YES	<input type="checkbox"/> NO
Are you prevented from lawfully becoming employed in this country due to Visa or Immigration status? (Proof of citizenship or immigration status is required upon employment.)		<input type="checkbox"/> YES	<input type="checkbox"/> NO
You are Available to Work:		<input type="checkbox"/> Full Time	<input type="checkbox"/> Part Time
		<input type="checkbox"/> Temporary	
Date you can Begin Work: _____			

### EDUCATION:

School/Address:	Credits Earned	Major	Diploma/Degree
High School:			
College:			
Technical/Other:			

# Living Arts

## Application for Employment

*Please Print All Information*

LIST BELOW ALL PRESENT AND PAST EMPLOYMENT, BEGINNING WITH YOUR MOST RECENT. ALL TIMES MUST BE ACCOUNTED FOR WHETHER EMPLOYED OR NOT. ATTACH AN ADDITIONAL SHEET IF NECESSARY.

NAME AND ADDRESS OF COMPANY AND TYPE OF BUSINESS	FROM		TO		DESCRIBE THE WORK YOU DID AND YOUR TITLE	REASON FOR LEAVING	NAME, TITLE AND PHONE NUMBER OF YOUR SUPERVISOR
	MO	YR	MO	YR			

Describe in detail any special skills you have in computer, office equipment skills, or the arts:

### Licenses And Certifications:

Please list any licenses or certifications held and the dates obtained:

1: \_\_\_\_\_

3: \_\_\_\_\_

2: \_\_\_\_\_

4: \_\_\_\_\_

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**CITY OF DETROIT  
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM  
AGREEMENT**

THIS AGREEMENT, entered as of this \_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_ by and between the City of Detroit, Michigan, a municipal corporation acting by and through the Planning and Development Department (herein called the "City") and **Living Arts**, a Michigan nonprofit corporation (herein called the "Subrecipient").

**WITNESSETH:**

**WHEREAS**, the City has received a letter of credit for its entitlement of Community Development Block Grant funds (herein called "CDBG") from the U.S. Department of Housing and Urban Development (herein called HUD), **CFDA Number 14.218, GRANT AGREEMENT NUMBER B-12-MC-26-006** for, **2012 -2013, DUNS # 149048154** and;

**WHEREAS**, the City has allocated a portion of the CDBG funds to provide funding for neighborhood improvement projects proposed by citizens, non -profit organizations and neighborhood groups, and;

**WHEREAS**, the City has approved the Subrecipient as a provider of the services set forth in Article 2 herein, Scope of Services, and as described in Exhibit A, Scope of Services, attached hereto and made a part hereof (herein called the "Services"), and;

**WHEREAS**, the Subrecipient represents that it is authorized and capable of performing the Services, and;

**WHEREAS**, the Services are to be performed at the location(s) (herein called the "Project Area") as described in Exhibit A; and

**WHEREAS**, the provision of the Services in the Project Area shall herein be called the "Project".

**NOW THEREFORE**, in consideration of the premises, the mutual undertakings and benefits to accrue to the parties and to the public, the parties hereto agree as follows:

**1. EMPLOYMENT OF SUBRECIPIENT**

1.01 The City hereby engages the Subrecipient and the Subrecipient hereby agrees to perform the Services hereinafter set forth in Article 2 herein, and as described in Exhibit A, attached hereto and made a part hereof, in accordance with the terms and conditions contained in this Agreement including Exhibits **A,B,C,D,E,F,G,H-I, H,J,K,L,M,N,O,P,Q,R,S,T,U,V and W**.

**2. SCOPE OF SERVICES**

2.01 The Subrecipient shall perform in a satisfactory and proper manner, as determined within the sole and reasonable discretion of the City, the Services as described in Exhibit A, attached hereto and made a part hereof. In the event that there shall be any dispute between the parties with regard to the extent and character of the Services to be performed, or the quality of performance required under this Agreement, the interpretation and determination of the City shall govern.

2.02 The Services shall include all conferences and consultations deemed necessary by the City for the Subrecipient to properly and fully perform the Services.



2.03 The Services shall be performed at such locations as are appropriate to the proper performance of the Services.

2.04 The Services shall be undertaken in such sequence as described in Exhibit A, Scope of Services, attached hereto and made a part hereof, to assure their proper and expeditious completion in light of the objectives of this Agreement prior to the expiration date.

2.05 The Subrecipient shall use its best efforts and devote such skill, knowledge, and ability as is necessary to most effectively and efficiently carry out and perform the Services during the term of this Agreement.

#### **2.06 OUTREACH PLAN**

The Subrecipient shall develop and must provide a copy of its Outreach plan for the services that it shall provide under this contract. Such outreach plan shall be submitted to the City within 30 days of the execution of the this contract, if it has not been already submitted as part of the application process and it shall be maintained by the subrecipient and made available to the City and/or HUD staff upon request including during site monitoring inspections.

#### **2.07 PROGRAM PROCEDURE MANUAL**

The Subrecipient agrees to develop a program policy and procedures for the services it shall provide under this agreement, if it has not done so already as part of the application process or otherwise the subrecipient shall within 30 days of the beginning of the contract term, develop and submit the same to the City of Detroit for its approval.

2.08 The subrecipient must maintain its Outreach plan and/or Program Policy Procedures in a binder format, and shall be made available to the City or HUD staff upon request.

2.09 The subrecipient agrees that this agreement may be terminated if the Subrecipient fails to show documentations for meeting HUD's national objective or eligibility requirements for the use of CDBG funds under this contract.

### **3. TERM OF PERFORMANCE**

3.01 This Agreement, subject to the approval of the City Council, shall be effective upon (1) such approval of the City Council and (2) execution by the Purchasing Director of the City of Detroit. The term shall be from **January 1, 2013 through July 31, 2014**. Upon execution by the Purchasing Director, the City shall so notify the Subrecipient. This Article 3 is subject to the provisions of Article 9, Termination.

3.02 The Subrecipient shall have no authority to start work, no payments shall be authorized by the Finance Department of the City of Detroit, and the City shall not be liable for reimbursement for any materials or services purchased, or payment for any costs incurred by the Subrecipient, or any Services rendered by the Subrecipient, which are purchased, incurred, or rendered prior to the term of this Agreement as specified in the Notice described in Section 3.01 herein.

### **4. PERSONNEL AND ADMINISTRATION**

4.01 To ensure proper performance of the Services and a quality Work Product (as hereinafter defined), the Subrecipient warrants that all Subrecipient personnel assigned to the performance of the Services (herein called the "Employees") or consultants engaged by the Subrecipient to perform the Services or any additional services (as may be agreed to by the parties hereto) are fully qualified and authorized to perform the Services under Federal, State, and local laws, rules, and regulations.

4.02 The City shall have the right of prior approval of all contractors and subcontractors assigned to this project. Each Employee, contractor, subcontractor or consultant, if any, employed by the Subrecipient in the performance of this Agreement shall devote such time, attention, skill, knowledge and ability as is necessary to most effectively and efficiently perform the Services to conform with the highest practices in the industry.

The City may, within its sole discretion, and upon such terms and conditions as it deems appropriate, assign qualified City employees to work with the Subrecipient in completing the Services when good and sufficient cause exists to do so and when it is not inconsistent with the terms of this Agreement. It is expressly understood and agreed by the parties hereto that the Subrecipient shall be primarily and ultimately responsible to the City for the proper and expedient completion of the Services and assumes all liability and holds the City harmless for such performance by City personnel, when such performance is pursuant to the request of the Subrecipient. Notwithstanding the above, the Subrecipient shall reimburse the City for the cost and expense of that personnel, including but not limited to, the wages paid, proper allowance for vacation, sick time and the City's contribution to the pension system, and the City's cost or expense for compensation insurance or benefits when such assistance is given at the Subrecipient's request. All costs to the Subrecipient of the expenses described herein for City employees assigned to work with the Subrecipient shall not be eligible for reimbursement by the City to the Subrecipient. City personnel shall not be deemed to be performing services or giving assistance at the request of the Subrecipient unless such request is in writing and signed by the Subrecipient and unless such services are not of a character normally performed by City personnel when the City is not a contracting party (e.g., services of building inspectors, even if requested in writing signed by the Subrecipient, would not be deemed to be at the request of the Subrecipient for purposes of this Section 4.02).

4.03 The relationship of the Subrecipient to the City is and shall continue to be that of an independent contractor and neither party to this Agreement shall claim any liability benefits, such as worker's compensation, pension rights or liabilities arising out of or related to a contract for hire or employer/employee relationship, and no such liabilities or benefits shall arise or accrue to either party or either party's agent or employee with respect to the City as a result of the performance of this Agreement, unless expressly stated in this Agreement. No relationship other than that of independent contractor shall be implied between the parties or either party's agent or employee and the Subrecipient hereby agrees to hold the City harmless from any such claim and any costs or expenses related thereto.

4.04 The Subrecipient hereby waives any claim against the City and agrees not to hold the City liable for any personal injury or property damage incurred by an Employee(s), contractor(s), subcontractor(s), agent(s) or consultant(s) while working on this Project which is not held in a court of competent jurisdiction to be directly attributable to the gross negligence or malicious and intentional conduct of an employee of the City acting within the scope of his or her employment and hereby agrees to hold the City harmless from any such claim by its Employees, contractors, subcontractors, agents or consultants, (such Employees, Contractors, Subcontractors, Agents and/or Consultants collectively herein called the "Associates").

4.05 In all cases in which an Employee, contractor or subcontractor must be replaced, for any reason, the Subrecipient shall supply an acceptable replacement to the City as soon as possible. Except where the Employee, contractor or subcontractor was withdrawn pursuant to a written request by the City, the Subrecipient shall furnish such replacement on a no-charge basis for the period of time necessary for any retraining or job orientation.

4.06 All work to perform the Services hereunder shall be coordinated by the **Project Coordinator, Kimberly Kleinhans**, duly designated by the Subrecipient and acceptable to the City, who shall in addition to his or her other duties, act as liaison between the Subrecipient and the City.

The Project Coordinator shall arrange the Project time schedule and monitor performance, except that all requirements as to the Project time schedule, as set forth in this Agreement shall be adhered to by the Subrecipient. The Project Coordinator or his or her designated assistant shall meet regularly with representatives of the City to discuss progress made at the Project Area and any problems which may have arisen.

4.07 The Project Coordinator shall inform the City as soon as the following conditions become known:

- a. Problems, delays, or adverse conditions which materially affect the ability to complete the Project or prevent the meeting of time schedules. This disclosure shall be accompanied by a statement of the action taken, or contemplated, by the Subrecipient and any City assistance needed to resolve the situation; or
- b. Favorable development of events which enable meeting time schedules sooner than anticipated.

The Subrecipient shall inform the City of the reasons for the occurrence of events specified in subsections "a" and "b" of this Section 4.07 as well as additional pertinent information.

4.08 For the term of this Agreement and for one (1) year after its termination, the Subrecipient shall not employ any employee of the City, or any agent, or contractor of the City without obtaining the City's prior written consent.

4.09 The Subrecipient shall not receive any payment from the City for any costs under this Agreement, including but not limited to, overtime pay, holiday pay, sick pay, vacation pay, retirement benefits, pension benefits, or insurance benefits, or any other costs of the Subrecipient's employees, contractors, subcontractors, agents, or consultants, in addition to or in lieu of those set forth in, and pursuant to, the areas of cost and the maximum amounts thereof, as specified in the line items of Exhibit B, Budget, attached hereto and made a part hereof.

## **5. COMPENSATION AND INTEREST DEPOSITS**

5.01 The City agrees to pay the Subrecipient an amount up to **Sixty Thousand Dollars and No Cents (\$60,000.00)** for the complete and proper performance of the Services as set forth in Article 2 herein, and as described in Exhibit A, attached hereto and made a part hereof. Such compensation shall be paid only as provided in, and pursuant to, the Budget, attached hereto as Exhibit B, and is inclusive of any and all remuneration to which the Subrecipient may be entitled.

**5.02 INTEREST DEPOSITS:** Any interest earned on deposits of federal funds in excess of two hundred fifty dollars (\$250.00) earning per year shall be returned to the City for submission to the Federal grantor agency. Interest earnings of up to two hundred fifty dollars (\$250.00) per year may be retained by the Subrecipient solely for administrated expenses but must be accounted for in the Subrecipient's Records. The Subrecipient shall report to the City on all such interest earning

## **6. METHOD OF PAYMENT and USES OF FUNDS**

6.01 The Subrecipient, in order to receive payment, shall submit a requisition for payment/reimbursement and consistent with and pursuant to (1) all requirements set forth in Exhibit D, Payment/Reimbursement Procedures and Requirements, attached hereto and made a part hereof, (2) the items of cost and maximum amounts thereof set forth in Exhibit B, Budget, attached hereto and made a part hereof, and (3) all other terms and conditions of this Agreement, together with all necessary documentation as may be determined by the City.

The City shall approve payment, in whole or in part, upon satisfactory review and approval of the requisition for payment. In the event that the City shall require further explanation or documentation, the Subrecipient shall provide such further explanation or documentation upon request.

6.02 Each requisition for payment must be signed by the authorized representative of the Subrecipient, and be submitted in a timely manner.

6.03 Requisitions for payment shall be directed to the attention of the individual and/or department specified in Article 16 herein, Notices.

6.04 All request for reimbursements must be for expenses incurred or purchases made during the term of the contract.

6.05 No request for reimbursement may be submitted later than ninety days after the termination date of the contract.

6.06 The City has the right to rely on the Subrecipient for submission of accurate invoices, including the support documents. Should any discrepancy in the records, or any other inaccuracy or inaccuracies result in overpayment or ineligible expenditures, such overpayments or ineligible expenditures shall be recovered from the Subrecipient.

6.07 In the event of any audit findings which result in the disallowance of any use of funds, the Subrecipient, at the sole discretion of the City, shall repay the amount of the disallowed funds to the City, even if the audit occurs after the expiration date or termination date of this Agreement.

When the City is required to repay said disallowed funds to the grantor agency, it is understood that the reasonable time period may be limited to the time period that the grantor agency allows the City for repayment.

6.08 "Program income" shall mean gross income received by the Subrecipient directly generated from the use of CDBG funds, except that the full definition of "program income" shall be as defined in applicable Federal regulations, currently found at 24 CFR 570.500(a).

Unless this agreement provides elsewhere that the Subrecipient may retain program income it receives and specifies the use or uses to which it may be put, the Subrecipient shall return all program income to the City of Detroit, Planning and Development Department to be used for such activities as the City shall in its sole discretion determine. If the agreement authorizes the Subrecipient to use some or all of the program income it receives during the course of the agreement, the use of such income Subrecipient shall be subject to (1) all terms and conditions of this Agreement applicable to the funding of this Agreement and (2) all laws and regulations applicable to the use of CDBG funds, including but not limited to 24 CFR 570.500(a) and 24 CFR 570.504.

Program income to be returned to the City shall be sent to the City within three days after its receipt, unless the Subrecipient can apply the funds in the near future to the reimbursement of expenses already incurred. In such event, the funds shall be held until the next reimbursement request is prepared, deducted from the total amount of the draw request submitted and applied to the reimbursement of the expenses covered by the request. Said submittal shall clearly identify the amount of program income that was received and that is being used to reduce the amount of grant funds needed to cover expenses covered by the invoice.

6.09 Any Interest earned on deposits of federal funds in excess of two hundred fifty dollars (\$250.00) earning per year shall be returned to the City for submission to the Federal grantor agency.

Interest earnings of up to two hundred fifty dollars (\$250.00) per year may be retained by the Subrecipient solely for administrative expenses but must be accounted for in the Subrecipient's Records. The Subrecipient shall report to the City on all such interest earnings.

6.10 Upon expiration or termination of this Agreement, the Subrecipient shall (1) transfer to the Planning and Development Department all CDBG funds, including all program income, on hand at the time of expiration or termination,; and (2) assign to the City all accounts receivable attributable to the use of CDBG funds together with a report on all such accounts receivable. If, subsequent to expiration or termination of this Agreement, the Subrecipient should nevertheless receive funds the rights to which had been assigned to the City, the Subrecipient shall immediately remit same to the City, together with detailed explanation regarding their source

6.11 The requisition for reimbursement shall include the monthly performance report specified in Section 14.05 herein.

6.12 In order to receive payment for indirect costs, the Subrecipient shall within 90 days of the execution date of this Agreement, prepare and submit to the City for review and approval an Indirect Cost Proposal including all necessary support documentation consistent with the provisions for such a proposal required by Federal Office of Management and Budget Circular A-122 and Federal Publication No. OASMB-5. In the absence of such an Indirect Cost Proposal, the Subrecipient shall not request for payment any Indirect Costs as defined in A-122, notwithstanding any Indirect Costs specified in the Budget, Exhibit B, attached hereto. The maximum amount of Indirect Costs which shall be paid under this Agreement shall not exceed the lesser of (1) the amount provided for by the City-approved Indirect Cost Proposal or (2) the amount of any Indirect Cost line item in the Budget, Exhibit B, attached hereto, and in no case shall the City pay any Indirect Costs until the Subrecipient has submitted the Indirect Cost Proposal and the City has reviewed and approved same. In the event that the Subrecipient shall have no funding during the term of this Agreement, other than the funding provided by this Agreement, then the Subrecipient may submit a sworn statement stating such, together with sufficient supporting documentation as determined by the City.

The Subrecipient shall not charge to this Agreement direct costs which have been or will be paid from another source, or have been or will be submitted to another source.

6.13 Payment for services provided under this contract is governed by the terms of Ordinance No. 42-98; 1984 Detroit City Code, Sections 18-5-71 through 18-5-79 entitled "Prompt Payment of Vendors".

The individual responsible for accepting performance under this Contract and from whom payment should be requested is **Project Manager, Sheri Person**, who, may be reached at the Planning and Development Department, 65 Cadillac Square, Suite 1400, Detroit, Michigan 48226, Telephone number (313) 224-9974, Fax number (313) 224-2321.

## 7. INDEMNITY AND DAMAGES

7.01 The Subrecipient agrees to save harmless the City from and against any and all liabilities, obligations, damages, penalties, claims, costs, charges, losses and expenses including without limitation, reasonable fees and expenses for attorneys, expert witnesses, and other consultants, at the prevailing market rate for such legal services, expert witnesses, and other consultants, which may be imposed upon, incurred by, or asserted against the City by reason of any of the following occurring during the term of this Agreement:

- a. Any negligent or tortuous act, error or omission of the Subrecipient or any of its Associates for whose acts any of them may be liable, regardless of whether or not it is caused in part by a person indemnified hereunder.

- b. Any failure by the Subrecipient or any of its Associates to perform its obligations either expressed or implied under this Agreement.

The Subrecipient also agrees to hold harmless the City from any and all injury to the person, or damage to property of, or any loss or expense incurred by, an employee of the City which arises out of or pursuant to the Subrecipient's performance, or that of its Associates under this Agreement.

7.02 The Subrecipient undertakes and assumes all risks of dangerous conditions, if any, in and about any City premises and agrees to make an examination of all places where it will be performing the Services in order to determine whether such places are safe for the performance of the Services. The Subrecipient also agrees to waive and release any claim or liability against the City for personal injury or property damage sustained by it or its Associates for personal injuries or property damage while performing under this Agreement on premises which are not owned by the City.

7.03 The Subrecipient agrees that it is its responsibility and not the responsibility of the City to safeguard the property and materials that it or its Associates use or have in their possession while performing this Agreement. Further, the Subrecipient agrees to hold the City harmless for any loss of such property and materials used by any such person pursuant to the Subrecipient's performance under this Agreement or which is in their possession.

7.04 In the event of any claim, action, or proceeding, by any third party against the City, arising from the performance of the Subrecipient, and/or its contractors, subcontractors and/or sub subrecipients, hereunder, upon Notice from the City the Subrecipient shall pay for the full reasonable cost of the City defending such claims, actions or proceedings, and the Subrecipient shall indemnify the City against any loss, cost, expense, liability or settlement arising out of such claim, action or proceeding, whether or not such claim, action or proceeding, is successful.

7.05 The indemnification obligation under this Article shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Subrecipient under Workers Compensation Acts or other employee benefit acts. In addition, the Subrecipient agrees to hold the City harmless from the payment of any deductible on any insurance policy.

7.06 The Subrecipient agrees that this Article 7 Indemnity and Damages shall apply to all matters described in this Article, "Indemnity and Damages", (whether the matter is litigated or not) which occur or arise between the Subrecipient or its Associates, and the City, and agrees to save the City harmless there from as provided in this Article 7.

## 8. INSURANCE

8.01 The Subrecipient shall maintain, during the term of this Contract the following insurance:

- a. **Worker's Compensation Insurance** for Employees which meets the State of Michigan's statutory requirements and Employer's Liability Insurance with minimum limit of **FIVE HUNDRED THOUSAND (\$500,000.00) DOLLARS** each accident. The Subrecipient agrees that it shall obtain a similar covenant from any consultant or contractor retained by it to perform any of the Services under this Agreement and shall require all such consultants or contractors to obtain such a covenant from all subcontractors, if any.

- (1) Workers Compensation and Employers Liability Insurance will only be required for those subrecipients which employ or will employ one or more employees during the term of the agreement (including any amendment or extension).

(2) If a subrecipient has no employees and will not have any during the term of this agreement, it shall so certify on a form prescribed by the Planning and Development Department, which shall be attached to this agreement as an Exhibit.

(3) Any subrecipient which has provided such a certification and which later (but still during the term of the this subrecipient agreement) intends to employ one or more persons, must provide the Department notice of its intention at least thirty (30) days prior to employing any such person.

(4) Along with such notice, or as soon thereafter as may be feasible within the judgment of the Planning and Development Department, the subrecipient shall provide the Department with satisfactory evidence of Workers Compensation and Employers Liability Insurance, which complies with the terms of subparagraph a, above.

b. **Commercial General Liability Insurance**, which conforms to the following minimum requirements:

(1) Names the "**City of Detroit**," as their respective interest may appear as an additional insured;

(2) The **policy** limits shall be **one million (\$1,000,000)** each occurrence; **two million (\$2,000,000)** minimum aggregate;

(5) The policy shall include coverage for independent contractors liability.

c. **Automobile Liability Insurance** covering all owned, hired, and non-owned vehicles with personal protection insurance to comply with the provisions of the Michigan No Fault Insurance Act, including residual liability insurance, with minimum combined single limit of **ONE MILLION (\$1,000,000) DOLLARS** per occurrence.

(1) Automobile Liability Insurance covering owned automobiles will only be required for those subrecipients which own or will own, one or more automobiles during the term of the agreement (including any amendment or extension). If a subrecipient does not own an automobile and will not have any during the term of this agreement, it shall so certify on a form prescribed by the Planning and Development Department, which shall be attached to this agreement as an Exhibit.

(2) Any subrecipient which has provided such a certification and which later (but still during the term of the this subrecipient agreement) intends to acquire one or more automobiles, must provide the Department notice of its intention at least thirty (30) days prior to taking title to any such automobile. Along with such notice, or as soon thereafter as may be feasible within the judgment of the Planning and Development Department, the subrecipient shall provide the Department with satisfactory evidence of insurance, including owned auto coverage, which complies with the terms of subparagraph c, above.

d. The Subrecipient shall obtain **Fidelity Bonds** or other similar dishonesty protection insurance as provided in paragraph 9 of Exhibit C attached hereto.

8.02 The Subrecipient shall be responsible for payment of all deductibles contained in any insurance required hereunder.



8.03 If during the term of this Contract, changed conditions or other pertinent factors should in the reasonable judgment of the City render inadequate the insurance limits, or types of coverage, the Subrecipient shall furnish on demand such additional coverage as may reasonably be required under the circumstances. All such insurance shall be affected at the Subrecipient's expense, under valid and enforceable policies issued by insurers of recognized responsibility which are well rated by national rating organizations and are acceptable to the City.

8.04 Certificates of Insurance evidencing the required insurance coverage shall be submitted by the Subrecipient at the time it executes the Agreement or at such later time, prior to the commencement of any services under this agreement, as may be appropriate within the judgment of the Planning and Development Department. Any agreement by the Department to a delayed submission of insurance certificates shall be evidenced by a form prescribed by the Department and signed by the project manager which shall be attached to this Agreement as an Exhibit. All policies shall name the Subrecipient as the insured and shall be accompanied by a commitment from the insurer that such policies shall not be canceled or reduced without at least ten (10) days prior notice to the City. The comprehensive liability insurance certificate and policy shall name the additional insured required by Section 8.01 b.(1) hereof. Certificates of Insurance evidencing all required coverage's shall be submitted to the Finance Department, Accounts Payable Section, 612 Coleman A. Young Municipal Center, prior to the commencement of performance under this Contract and at least fifteen (15) days prior to the expiration dates of expiring policies.

8.05 The Subrecipient shall cause all contracts and subgrants under this Agreement which are between the Subrecipient and its contractors, including subcontracts at lower tiers, and all sub-subgrants, if any, to require that the contractors, subcontractors, and sub-subgrantees, if any, shall maintain all of the insurance required by this Article 8 and that the liability insurance shall name as an additional insured the City as defined in Section 8.01 b. (1) hereof and the

8.06 The provisions of this Agreement requiring the Subrecipient to carry said insurance shall not be construed in any manner as waiving or restricting the liability of the Subrecipient under this Agreement.

8.07 In Addition to the above requirements, the Subrecipient shall, if applicable, comply with the bonding and insurance requirements set forth in OMB Circular A-122 and in the Federal regulations at 24 CFR 84 including without limitation those regarding bonding insurance.

## **9. TERMINATION**

9.01 The City may terminate this Agreement for cause upon giving written notice of termination to the Subrecipient at least twenty-four (24) hours before the effective date of the termination, should the Subrecipient: (1) fail to fulfill in a timely and proper manner its obligations under this Agreement; or (2) violate any of the covenants, agreements, or stipulations of this Agreement; the Subrecipient shall be liable to the City for any damages it sustains by virtue of this Subrecipient's breach or any reasonable costs the City might incur enforcing or attempting to enforce this Agreement, including reasonable attorney's fees. The City may withhold any payment(s) to the Subrecipient for the purpose of setoff until such time as the exact amount of damages due to the City from the Subrecipient is determined. It is expressly understood that the Subrecipient will remain liable for any damages the City sustains in excess of any setoff. If the Agreement is so terminated, the City may take over the performance of the Services and prosecute the same to completion by contract or otherwise, and the Subrecipient shall be liable to the City for any costs occasioned to the City, thereby.

9.02 The City may terminate this Agreement without cause at any time, without incurring any further liability whatsoever, other than as stated in this Article 9, by giving written notice to the Subrecipient of such termination (herein called a "Notice of Termination"), specifying the effective date thereof, at least twenty-four (24) hours prior to the effective date of such termination.



The amount of the payment shall be computed by the City on the basis of the Services provided, which, in the judgment of the City, represents a fair value of the Services provided, less the amount of any previous payments made, which final payment the Subrecipient agrees shall constitute full and complete payment and satisfaction under this Agreement. Should the City or the City's designee undertake any part of the Services which are to be performed by the Subrecipient, the Subrecipient shall not be entitled to any compensation for the Services so performed. This Section 9.02 is subject to the maximum sum payable provision in Section 5.01.

9.03 After receipt of a Notice of Termination and except as otherwise directed by the City, the Subrecipient shall:

a. Stop work under the Agreement on the date and to the extent specified in the Notice of Termination;

b. Obligate no additional Agreement funds for payroll costs and other costs beyond such date as the City shall specify, and place no further orders on contractors for

materials, services, or facilities, except as may be necessary for completion of such portion of the work under this Agreement as is not terminated; and require all contractors to place no further orders on subcontractors for materials, services, or facilities, except as may be necessary for completion of such portion of the work under this Agreement as is not terminated;

c. Terminate all orders and contracts to the extent that they relate to the portion of work so terminated, and cause to be terminated all subcontracts, if any, to such extent;

d. As of the date the termination is effective, preserve all Agreement records (as hereinafter defined) and submit to the City such records and reports as the City shall specify, and furnish to the City an inventory of all furnishings, equipment and other property purchased for the Project (if any), and all pertinent keys to files, buildings and property and carry out such directives as the City may issue concerning the safeguarding or disposition of files and property; and

e. Submit within thirty (30) days a final report of receipts and expenditures of funds relating to this Agreement, and a listing of all creditors, contractors, lessors, and/or other parties with which the Subrecipient has incurred financial obligations pursuant to this Agreement (if any), and a listing of all subcontractors, if any.

9.04 Upon completion or other termination of this Agreement, (1) all finished or unfinished original documents or copies (when originals are unavailable) data, studies, surveys, drawings, maps, models, photographs, files, intermediate materials, supplies, notes, reports or other materials (herein collectively called the "Work Product") prepared by the Subrecipient under this Agreement or in anticipation of this Agreement, and (2) all property, including without limitation, all materials, supplies, and equipment, which were/was purchased by the Subrecipient on a cost basis hereunder and which has not been consumed in the normal and proper performance by the Subrecipient hereunder as of the effective date of the Notice of Termination or the expiration date hereof, shall become the sole and exclusive property of the City, whether or not in the Subrecipient's possession, free from any claim or retention of rights thereto on the part of the Subrecipient, except as herein specifically provided, and shall promptly be delivered to the City upon the City's request and the City shall return all Subrecipient's properties to it.

The Subrecipient acknowledges that any intentional failure or intentional delay on its part to deliver the Work Product to the City will cause irreparable harm to the City not adequately compensable in damages and for which the City has no adequate remedy at law and the Subrecipient accordingly agrees that the City may in such event seek and obtain injunctive relief in a court of competent jurisdiction and compel delivery of the Work Product which the Subrecipient hereby consents to as well as all applicable damages and costs. The City shall have full and unrestricted use of the Work Product for the purpose of completing the Project. In regard to the property so purchased on a cost basis, the City may at its sole option setoff against any Agreement payments due to the Subrecipient hereunder, the actual amount(s) which had been reimbursed by the City to the Subrecipient for the cost(s) of all such property acquired on a cost basis less the amount as determined by the City for any such property delivered to the City.

9.05 Each party shall assist the other party in the orderly termination of this Agreement and the transfer of all aspects hereof, tangible or intangible, as may be necessary for the orderly, non-disrupted business continuance of each party.

9.06 In accordance with the Federal regulations at 24 CFR 85.43, the City may suspend or terminate this Agreement if the Subrecipient materially fails to comply with any term of this Agreement, and the City may terminate this Agreement for convenience in accordance with the Federal regulations at 24 CFR 85.44. In the event that the City so suspends or terminates this Agreement then the City shall so suspend or terminate this Agreement pursuant to said Federal regulations and pursuant to Sections 9.01, 9.02, 9.03, 9.04, and 9.05 hereof, except that if there is any conflict between the said Federal regulations and the said sections of this Agreement, then the said Federal regulations shall govern.

9.07 It is understood by the parties hereto that Federal regulations require that this Agreement remain in force for so long as the Subrecipient has control over CDBG funds, including program income. Therefore, notwithstanding the other requirements set forth herein regarding (1) termination of this Agreement and (2) the expiration date of this Agreement, the Subrecipient shall comply with all requirements of this Agreement for a period which shall extend beyond the expiration date and/or termination date of this Agreement for so long as the Subrecipient shall continue to maintain control over such funds.

## **10. ASSIGNMENT, CONTRACTING OR SUBCONTRACTING**

10.01 The Subrecipient shall not assign or encumber directly or indirectly any interest whatsoever in this Agreement, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the City thereof. Any such consent given in any one instance shall not relieve the Subrecipient of its obligation to obtain the prior written consent of the City to any further assignment.

10.02 None of the Services covered by this Agreement shall be subcontracted out by the Subrecipient without prior review and approval by the City. Such covenant shall not constitute a basis for privity between the City and any subcontractors of the Subrecipient, and the Subrecipient agrees to indemnify and hold the City harmless from such claims initiated pursuant to any such contracts it enters into in performance of this Agreement.

10.03 This Agreement shall inure in all particulars to the City, its agents, successors and assigns.

10.04 In the event that the Subrecipient, under this Agreement, enters into contract(s) with subcontractor(s), the Subrecipient shall obtain independent contractors liability insurance coverage in addition to all other types of coverage required hereunder

10.05 The parties hereto acknowledge that the Department of Housing and Urban Development requires all CDBG recipients and subrecipients to keep records and report on the use of CDBG funds. Therefore the Subrecipient shall ensure that for all contracts and subcontracts under this Agreement that each sub-contractor shall keep records and report in sufficient detail to the Subrecipient, and that each subcontractor, if any, shall keep records and report in sufficient detail to the contractor, on all use of CDBG funds, so as (1) to enable the City to meet all of its Federal reporting and monitoring obligations and (2) to enable the Subrecipient to meet all of its reporting and monitoring obligations under this Agreement and/or as required by Federal regulations. At a minimum, all record keeping and reporting requirements imposed on the contractor by the Subrecipient shall include all record keeping and reporting requirements similarly required of the Subrecipient herein, unless otherwise specifically provided for in this Agreement. In the event of any dispute between the parties hereto as to reporting requirements required hereunder or to be required of contractors and/or subcontractors, the reasonable determination of the City shall govern.

10.06 Costs to be paid under this Agreement which are the result of costs incurred under:

(1) cost type contracts with for-profit organizations, or cost type portions of contracts with for-profit organizations; or

(2) cost type subcontractors with for-profit organizations, or cost type portions of subcontracts with for-profit organizations; shall be allowable only if such costs are consistent with the Federal cost principles set forth in the Federal regulations at 48 CFR Part 31.

10.07 The Subrecipient shall include in all contracts under this Agreement, and cause to be included in all subcontracts under such contracts, all clauses described in the Federal regulations at 24 CFR 84.48, including without limitation those set forth in Appendix A of said Part 84, as applicable as determined by the terms of the provision, except that the thresholds set forth therein for applicability of the Contract Work Hours and Safety Standards Act shall be revised to cover only contracts in excess of \$100,000.

## **11. PROCEDURES FOR FILING AN APPEAL**

**11.01 All appeals must stipulate an issue of fact (procedure) concerning:**

- Bias, discrimination or conflict of interest on the part of the City:
- City's claim of subrecipient's failure to comply with the procurement process:
- City's claim of subrecipient's errors in computing reimbursement payment requests:
- City's denial of payments due to Ineligible expenses
- City's denial of contract amendment request
- City's denial of contract modification request
- City's claim of subrecipients failure to comply any other City/HUD regulations or procedures described in the agreement;

**11.02 Appeals must state the grounds for the appeal with specific facts and complete statements of the action(s) being appealed.**

11.03 Appeals must include a description of the relief or corrective action sought.

11.04 Appeals will be rejected, as without merit, if they address non-procedural issues such as:

- A project manager's professional judgment on the administration of the contract
- The City's assessment of its own and/or other agencies needs requirements.

11.05 All appeals must be submitted in writing. E-mails or fax copies will not be accepted.

11.06 All appeals must be signed by the appealing party or authorized agent and must include return address and telephone number of the appealing agency

11.07 Appeals regarding subrecipient's agreement can be made any time after the contract has been approved by the City of Detroit

11.08 All appeals must be addressed and mailed or hand delivered to the Planning & Development Director:

\_\_\_\_\_, Title: \_\_\_\_\_  
Planning & Development Department  
65 Cadillac Square, Suite 2300  
Detroit, MI 48226

11.09 Appeals that do not follow this procedure will not be considered. This appeal procedure will be the only administrative remedy available to organizations having approved subrecipient agreements with the City of Detroit.

## **12. CONFLICT OF INTEREST**

12.01 The Contractor warrants that its participation in this contract will conform to the requirements of all applicable Community Development Block Grant regulations including Sections 84.42, 85.36 and 570.611 of Title 24 of the Code of Federal Regulations, and further warrants that such participation will not result in any Organizational Conflict of Interest. Organizational Conflict of Interest is defined as a situation in which the nature of work under this contract and the Contractor's organizational, financial, contractual or other interests are such that:

1. Award of the contract may result in an unfair competitive advantage; or
2. The Contractor's objectivity in performing the contract work may be impaired.

12.02 In the event the Contractor has an organizational conflict of interest as defined herein, the Contractor shall disclose such conflict of interest fully in the submission of the proposal and/or during the life of the contract.

12.03 The Contractor agrees that if after award he or she discovers an organizational conflict of interest with respect to this contract, he or she shall make an immediate and full disclosure in writing to the Director and Executive Manager, which shall include a description of the action which the Contractor has taken or intends to take to eliminate or neutralize the conflict. The Planning and Development Department may, however, terminate the contract if it is in best interest of the City.

12.04 In the event the Subrecipient was aware of an organizational conflict of interest before the award of this contract and intentionally did not disclose the conflict to the Planning and Development Department may terminate the contract for default.

12.05 The provisions of this clause shall be included in all subcontracts and consulting agreements.

12.06 No federal, state or local elected official nor any member of the City of Detroit Planning Commission or employee of the Planning and Development Department nor any corporation owned or controlled by such person, shall be allowed to participate in any share or part of this contract or to realize any benefit from it.

12.07 No member, officer, or employee of the City of Detroit Planning and Development Department, no member of the governing body of the City of Detroit or any other local government and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the project, shall, during his or her tenure, or for one year thereafter, have any interest, direct or indirect, in this contract or the proceeds thereof.

12.08 The Planning and Development Department reserves discretion to determine the proper treatment of any conflict of interest disclosed under this provision.

12.09 The Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the Services under this Agreement. The Contractor further covenants that in the performance of this Agreement, no person having any such interest shall be employed.

The Subrecipient further covenants that no elected or appointed official, or employee of the City and no other public official who exercises any function or responsibilities in the review or approval of the undertaking or performance of this Agreement has any personal or financial interest, direct or indirect in this Agreement or the proceeds thereof.

12.10 The Subrecipient also hereby warrants that it shall not and has not employed any person to solicit or secure this Agreement upon any agreement or arrangement for payment of a commission, percentage, brokerage or contingent fee, either directly or indirectly, and that if this warranty is breached, the City may, at its option, terminate this Agreement without penalty, liability or obligation and, in addition, may, at its election, deduct from any amounts owed to the Contractor hereunder, the amounts of any such commission, percentage, brokerage or contingent fee.

### **13. PROCUREMENT AND COMPLIANCE WITH LAWS AND SECURITY REGULATIONS**

13.01 The Subrecipient agrees to adhere to requirements in OMB Circular A-110 and City requirements regarding procurement of goods or services using agreement funds in whole or in part. All procurement transactions shall be conducted in a manner that provides maximum open and free competition consistent with applicable requirements (24 CFR 84.40-48)

13.02 The subrecipient agrees to establish written selection procedure for procurement transactions, and the procedures must be adequate to ensure fair pricing and to avoid the purchase of unnecessary or duplicate items (24 CFR 85.36(b)(4) & 84.44(a)(1)-(2). The procurement procedures shall not restrict or eliminate competition.

13.03 The City shall not honor any reimbursement request from the subrecipient without sufficient documentation of its procurement process.

**13.04 The subrecipient agrees to purchase only eligible goods & services as specified under this agreement to qualify for reimbursements.**

**13.05 Acquisition cost of goods or services of Five Thousand Dollars (\$5,000) and above must be procured through written purchase orders, with a minimum of three (3) quotes to ensure proper cost reasonableness**

13.06 The Subrecipient shall comply, and shall require all employees, contractors, consultants and subcontractors to comply, with all applicable Federal, State and local laws, ordinances, codes, regulations, and policies, including, but not limited to, all security regulations in effect from time to time on the City of Detroit's premises; codes and regulations for materials belonging to the City or developed in relationship to this Project externally; where applicable and where not prohibited by state or Federal law Mayor's Executive Order No. 4, all applicable City of Detroit Human Rights requirements, including without limitation Section 27-1-1 et seq. of the 1984 City Code; and all assurances and regulations pursuant to Title I of the Housing and Community Development Act of 1974, as amended; HUD implementary regulations at 24 CFR Part 570; Office of Management and Budget (OMB, herein) Circular A-122 "Cost Principles for Non Profit Organizations"; OMB Circular A-133, as applicable; cost principles applicable to all requirements imposed by the City on the Subrecipient due to the City's obligations under OMB A-133; and with the Federal "Uniform Administrative Requirements" set forth at the Federal regulations found at 24 CFR Part 84 or the related CDBG provision as follows:

(1) Subpart A - "General"

(2) Subpart B - "Pre-Award Requirements," except for 84.12, "Forms for applying for Federal Assistance";

(3) Subpart C - "Post-Award Requirements," except for:

- (i) Section 84.22 "Payment Requirements";
- (ii) Section 84.23 "Cost Sharing and Matching";
- (iii) Section 84.24 "Program Income". In lieu of 84.24 CDBG subrecipients shall follow the regulations at 24 CFR 570.504;
- (iv) Section 84.25 "Revision of Budget and Program Plans";
- (v) Section 84.32 "Real Property". In lieu of 84.32 CDBG subrecipients shall follow the regulations at 24 CFR 570.505;
- (vi) Section 84.34(g) "Equipment". In lieu of the disposition provisions of 84.34(g) the following applies:

(A) In all cases in which equipment is sold, the proceeds shall be program income (prorated to reflect the extent to which CDBG funds were used to acquire the equipment); and

(B) Equipment not needed by the Subrecipient for CDBG activities shall be transferred to the recipient for the CDBG program or shall be retained after compensating the recipient;

(vii) Section 84.51 "(b), (c), (d), (e), (f), (g), and (h), "Monitoring and Reporting Program Performance";

(viii) Section 84.52 "Financial Reporting";

(ix) Section 84.53(b) "Retention and access requirements for records."

Section 84.53(b) applies with the following exceptions:

(A) The retention period referenced in 84.53(b) pertaining to individual CDBG activities shall be four years; and

(B) The retention period starts from the date of submission of the annual performance and evaluation report, as prescribed in 24 CFR 91.520, in which the specific activity is reported on for the final time rather than from the date of submission of the final expenditure report for the award;

(x) Section 84.61 "Termination". In lieu of the provisions of 84.61, CDBG – subrecipients shall comply with 570.503(b)(7); and the-Award Requirements," except for 84.71, "Closeout Procedures".

(4) Subpart D -"After-the-Award Requirements," except for 84.71, "Closeout Procedures".

In Appendix A of Part 84, the thresholds of \$2,000 and \$2,500 specified in the phrase "\$2,000 for construction contracts and in excess of \$2,500" found in paragraph 4 of Appendix A is to be amended by replacing it with "\$100,000 for construction contracts.

The Subrecipient shall save the City harmless with respect to any damages arising from any violation by it or its Associates of all laws, regulations, codes and policies named or referred to in this Article 12. The Subrecipient shall require as part of any contractual and/or subcontractual agreement entered into under this Agreement, that the contractors and/or subcontractors comply with all such laws and regulations as are applicable to them hereunder and require them to perform in such a manner so as to allow the Subrecipient and the City to remain in compliance with such laws and regulations as apply to the Subrecipient and the City hereunder. The Subrecipient shall commit to trespass on any public or private property in performing any of the Services hereunder. If any conflict should arise regarding the interpretation of the provisions and requirements of OMB Circulars A-122, and/or A-133 and/or the requirements of the regulations at 24 CFR Part 84 or of the applicability of the provisions and requirements of these Circulars and regulations to the Subrecipient, the reasonable interpretation of the City shall govern. Further, if there is any conflict inherent between the requirements of the OMB Circulars and/or the regulations at Part 84 themselves, the City shall determine which provisions and requirements shall apply to the Subrecipient. The Subrecipient may request copies of the above named OMB Circulars, and/or copies of said regulations, or their respective revisions, from the City, but the Subrecipient shall comply with all requirements of these Circulars and regulations and shall comply with all requirements of this Article 12 of this Agreement irrespective of whether the Subrecipient requests copies of these Circulars and regulations or of their respective revisions from the City and irrespective of whether the Subrecipient actually receives any such copies from the City.

The Subrecipient shall carry out the Services required hereunder in compliance with all laws and regulations described in Subpart K of 24 CFR Part 570, including but not limited to the regulations found at 24 CFR 570.608, "Lead-based paint", as applicable, and the regulations found at 24 CFR 570.605, "National Flood Insurance Program", as applicable, except that the Subrecipient shall not assume the City's environmental responsibilities described at 24 CFR 570.604 and the Subrecipient shall not assume the City's responsibility for initiating the review process under the provisions of 24 CFR Part 52.

The Subrecipient shall use any real property under the control of the Subrecipient, that was acquired or improved in whole or in part with CDBG funds in excess of \$25,000, in such a manner so that such use, for at least five years after expiration of this Agreement, shall meet one of the three national objectives required by the Federal regulations at 24 CFR 570.208; or, with prior written City approval, dispose of such real property in a manner that results in the City being reimbursed in the amount of the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. The City may, at its sole option, waive reimbursement after the five year period mentioned above in this paragraph, only if all national objectives have been met during the five year period.

In the event that, pursuant to the regulations at 24 CFR 570.503(b)(8), the Subrecipient is required to ensure that any real property that was acquired or improved, in whole or in part, with CDBG funds in excess of \$25,000, shall be used and/or disposed of in compliance with 24 CFR 570.503(b)(8), then the Subrecipient shall comply with all requirements of this Agreement applicable to use and/or disposition of such real property, including record keeping requirements, for five years after the expiration or termination of this Agreement.



In addition, notwithstanding the other requirements set forth herein regarding (1) termination of this Agreement and (2) the expiration date of this Agreement, the Subrecipient shall comply with all record keeping obligations as specified herein for not less than a four year retention period. The retention period shall begin no earlier than on the date as specified in the regulations at 24 CFR 84.53, except that the retention period referenced in 84.53(b) pertaining to individual CDBG activities shall be four years; but said retention period shall not begin until after the date upon which the Subrecipient no longer receives, uses, or retains program income and/or miscellaneous revenue, irrespective of whether said date occurs after the expiration date or termination date of this Agreement; whichever is later.

The Subrecipient shall be governed by the financial responsibility requirements set forth at Section 6.05 and Section 6.06 herein.

13.07 The Subrecipient shall comply with all federal requirements regarding separation of church and state as provided in Exhibit P, attached hereto and made a part hereof.

13.08 The Subrecipient shall include or cause to be included the following language (referred to as the "Section 3 clause") in all Section 3 covered contracts and subcontracts under this Agreement and shall comply with the Federal regulations at 24 CFR part 135, which implement section 3: All section 3 covered contracts shall include the following clause (referred to as the Section 3 Clause):

### **SECTION 3 CLAUSE**

#### **24 CFR Part 135.38 and HUD Grant Agreement**

A. The work to be performed under this Contract is subject to the requirements of Section 3 the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has received notice or has knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.



E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

13.09 If this Agreement is for construction and the compensation exceeds \$10,000, the Subrecipient shall comply with Executive Order 11246 entitled "Equal Employment Opportunity" as amended by Executive Order 11375, and as supplemented in Department of Labor Regulations (41 CFR 60).

13.10 If the compensation of this Agreement exceeds \$100,000, the Subrecipient shall comply with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act (42 USC 1857 (h)), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738, and Environmental Protection Agency Regulations (40 CFR, Part 15), which prohibit the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. The Subrecipient shall report all violations to HUD, to the USEPA Assistant Administrator for Enforcement (EN-329), and to the City.

13.11 The Subrecipient shall comply with and recognize mandatory standards and policies relating to energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

13.12 The Subrecipient shall include in all procurement contracts under this Agreement and cause to be included in all subcontracts under such contracts the provisions of the Federal regulations at 24 CFR 84.48, including without limitation those set forth in Appendix A of said part 84, as applicable.

13.13 The Subrecipient shall comply with all requirements of the rule entitled "New Restrictions On Lobbying" found at 24 CFR 87 (the "Lobbying Rule", hereinafter). The parties hereto acknowledge that said rule requires, but is not limited to requiring, that the Subrecipient and all parties at lower tiers, including sub-subrecipients, contractors and subcontractors, not use any Federal appropriated funds to pay for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, including subawards at all tiers, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement, including subawards at all tiers. The parties hereto further acknowledge that said rule requires that under certain conditions, specified therein, affected parties make certifications, file statements, and make disclosures, regarding the use of appropriated Federal funds, and regarding the use of funds which are other than appropriated Federal funds, in regard to the above described lobbying activities. The language of the certification required from the Subrecipient and from all affected parties, including but not limited to the parties at all lower tiers, is attached to this Agreement as Exhibit O. The meaning of the terms in this Section 12.07 and in said certification shall be construed pursuant to the definitions of said terms as they are defined in the Lobbying Rule.

The Subrecipient shall require all parties at all lower tiers to comply with all requirements of the Lobbying Rule applicable to said parties and shall include the language of the certification, and require that the language of the certification be included, in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements). The Subrecipient shall adhere to the terms of the certification and shall require all parties at lower tiers to so adhere. Notwithstanding the above described lobbying requirements, it is understood by the parties hereto that the submission of the certifications described above is required only if the compensation of this Agreement, as it may be amended, exceeds \$100,000.00, although all other requirements of this Section 12.07 are applicable, irrespective of the amount of said compensation.

13.14 The Subrecipient shall comply with the requirements of the HUD Reform Act of 1989, as set forth in the Federal regulations located at 24 CFR Part 12, as applicable in regard to all applications received by the Subrecipient in performance of the Services required hereunder, shall keep records on such compliance, shall make such records available for audit, examination, and monitoring, and, if required by the City, shall report on such compliance to the City in a manner as may be required by the City.

13.15 In addition to, and not in substitution for, other provisions of this Agreement regarding the provision of public services with CDBG funds, pursuant to Title I of the Housing and Community Development Act of 1974, as amended, the Subrecipient:

1. Represent that if it is, or if it may be deemed to be, a religious or denominational institution or organization or an organization operated for religious purposes which is supervised or controlled by or in connection with a religious or denominational institution or organization;
2. Agrees that, in connection with CDBG funded services:
  - a) it will not discriminate against any employee or applicant for employment on the basis of religion;
  - b) it will not discriminate against any person applying for any CDBG funded eligible activity or give preference to persons on the basis of religion;
  - c) it will provide no religious instruction or counseling, conduct no religious worship or services, engage in no religious proselytizing, and exert no other religious influence in the provision of such public services;
  - d) the funds received under this Agreement shall not be used to construct, rehabilitate, or restore any facility which is owned by the Subrecipient and in which the services are to be provided;
  - e) the portion of the facility used to provide public services assisted in whole or in part under this Contract shall contain no religious symbols or decorations; and

Provided that, minor repairs may be made if such repairs are directly related to the CDBG Services, are located in a structure used exclusively for non-religious purposes, are budgeted herein, and constitute in dollars terms only a minor portion of the CDBG expenditure for the services.

13.16 The Subrecipient shall save the City harmless with respect to any damages arising from any violation by it or its Associates of all laws, regulations, codes and policies named or referred to in this Article 12.

The Subrecipient shall require as part of any contractual and/or subcontractual agreement entered into under this Agreement, that the contractors and/or subcontractors comply with all such laws and regulations as are applicable to them hereunder and require them to perform in such a manner so as to allow the Subrecipient and the City to remain in compliance with such laws and regulations as apply to the Subrecipient and the City hereunder. The Subrecipient shall commit no trespass on any public or private property in performing any of the Services hereunder.

#### **14. AMENDMENTS & BUDGET MODIFICATIONS**

14.01 The City may consider it in its best interest to change, modify or extend a term or condition of this Agreement. Any such change, extension, or modification, which is mutually agreed upon by the City and the Subrecipient, shall be incorporated in written amendment(s) (hereinafter called "amendment(s)") to this Agreement. Such amendments shall not invalidate this Agreement, nor relieve or release the Subrecipient or the City from any of its obligations under this Agreement, except for those parts thereby amended. An amendment to this agreement shall be required if a major revision is needed to be made in the subrecipient's approved scope of work. A major revision means that circumstances very different from what was stated in the original agreement are about to occur. Such major changes shall include but not limited to:

- The time to perform the services must not be extended to more than Ninety Days (90 days) beyond the date the contract expires.
- A new activity is proposed.
- An entirely new population is targeted or is proposed to be served.
- An entirely different method of doing business will be used.
- An additional money will be added to the agreement, more work will be performed and more people will be hired

14.02 MODIFICATIONS: The Subrecipient may, if the City approves in writing, modify the line-item budget by requesting the modification in writing and specifying the need for the modification. Any modification of the line-item budget must be approved in writing by the City before the Subrecipient commits to the expenditure of funds outside the currently approved line-item budget

14.03 Budget revision request will not exceed the total cost of the agreement and requests made may not exceed 10% for pay raises originally unrecognized in the budget. All minor changes that do not affect the time frame, outcome, or total cost of the project shall be approved by letter. These may include but not limited to:

- Change in address of the organization's administrative office (but not a change in the neighborhood or client served)
- Change in hours of operation (but not change in total service units or number of people served)
- Change in job titles (but not of pay or personnel
- Shifts in costs from one budget line item category to another
- Contract term extension(s) not exceeding 90 days
- Add a new budget line-item that will be consistent with the originally approved scope of work and will not change total budgeted amount of the contract.

14.04 The subrecipient agrees to submit an amendment or budget modification request to the City of Detroit, if necessary, at least 90 days before it is needed or before the expiration of the original agreement.

The approval or disapproval of subrecipient's contract modification request shall be at the discretion of the Planning & Development Director or his or her designee, and shall depend upon what the original scope of service (Exhibit A) or Budget (Exhibit B) of the agreement provides.

## **15. AUDITS, MONITORING, RECORD KEEPING TRACKING AND REPORTS**

15.01 Audits: The Subrecipient will submit to the City a copy of the organization's annual audit report for each year during which the subrecipient agreement is in force. When required by OMB Circular A-133, the Subrecipient shall also provide for an independent audit.

15.02 The Subrecipient shall make available all books, documents, papers, records (herein collectively called "Records") and project sites directly pertinent to this Agreement for monitoring, audits, inspections, examinations and making excerpts and transcriptions by the City, the Department of Housing and Urban Development, and the Comptroller General of the United States, at all reasonable times. The Subrecipient shall make available all such Records, in their entirety, including all identifying labels and case names, with no deletions, for all such monitoring, audits, inspections, examinations, and making of excerpts and transcriptions. The Subrecipient shall keep full and complete records documenting all Services performed under this Agreement including, but not limited to, records of all activities performed pursuant to this Agreement and all financial records associated therewith. The Subrecipient shall require all contractors and subcontractors to permit monitoring access by the City to all relevant books and records and to the site of any construction or other work performed hereunder. All access rights to Records, which are set forth in this Section, shall survive the expiration or effective termination date of this Agreement and shall last at least as long as the record retention period specified in Section 14.02 hereof.

All financial Records pertinent to this Agreement shall be kept in accordance with generally accepted accounting practices and with the Federal regulations at 24 CFR 84.21 "Standards for financial management systems". The Subrecipient shall keep a property inventory for all property purchased in whole or in part with Agreement funds.

The Subrecipient shall keep a property inventory of all property purchased in whole or in part with Agreement funds, consistent with all Federal property management requirements and with all other applicable terms of this Agreement, as provided in Exhibit C hereof.

15.03 All such required Records shall be maintained for a four year retention period. The retention period shall begin no earlier than on the date as specified in the regulations at 24 CFR 84.53, except that subsection 84.53(b) applies only as modified by the exception provisions described in Section 12.01 of this Agreement; but said retention period shall not begin until after the date upon which the Subrecipient no longer receives, uses, or retains program income and/or miscellaneous revenue, irrespective of whether said date occurs after the expiration date or termination date of this Agreement; whichever is latest.

15.04 The Subrecipient agrees to allow representative(s) of the City to make periodic inspections for the purpose of ascertaining that the Subrecipient is properly performing the Services set forth in Exhibit A herein. Such inspections shall be made at any time during normal business hours of the Subrecipient. If in the course of such inspections, the representative(s) of the City should note any deficiencies in the Subrecipient's agreed upon Services, such deficiencies may be reported promptly to the Subrecipient in writing. The Subrecipient agrees to promptly remedy and correct any such reported deficiencies within ten (10) days of notification by the City.

15.05 Nothing contained herein shall be construed or permitted to operate as any restriction upon the power granted to the City Council by the City Charter to audit and allow all accounts chargeable against the City. Pursuant hereto, the City shall have the right to examine and audit all books, records documents and other such supporting data as the City may deem necessary of the Subrecipient and any contractors, subcontractors, consultants or agents rendering Services under this Agreement whether direct or indirect which will permit adequate evaluation of the cost or pricing data submitted by the Subrecipient. The Subrecipient shall include or cause to be included a similar covenant allowing for City audit and monitoring and Federal audit and monitoring in all contracts, subcontracts and/or subgrants with contractors, subcontractors, agents, consultants and/or sub-subrecipients whose services will be charged directly or indirectly to the City, as is hereby required by the City and/or as may be required by Federal regulations. The City may delay payment to the Subrecipient pending the results of any such audit or monitoring without penalty or interest.

15.06 The Subrecipient shall submit performance reports pursuant to all of the provisions and requirements of Exhibit E, attached hereto and made a part hereof.

15.07 In addition to the above reporting requirements, the Subrecipient shall, upon request by the City, provide to the City all data and information as necessary to allow the City to meet the City's reporting obligations to the Federal grantor agency, including but not limited to data and information needed by the City for closeout submissions, if any, to the Federal grantor agency.

**15.08 HMIS Requirement: Subrecipient must develop and implement Homeless Information Management System (HMIS) for tracking and reporting of homelessness related activities utilizing CDBG funds.**

**15.09 Sub recipient agrees to provide at least one 3 - 4 hour HMIS training annually for its homeless Prevention staff if CDBG funds are utilized for homelessness related activities.**

## **16. FAIR EMPLOYMENT PRACTICES AND NON-DISCRIMINATION REQUIREMENTS**

**16.01 NONDISCRIMINATION:** The city council hereby finds and declares that prejudice, intolerance, bigotry, discrimination, and the disorder occasioned thereby, threaten the civil rights and privileges of the people of the city and menace their institutions. The human rights department shall have the power and general jurisdiction within and without city government, subject to the policies established by the human rights commission, to eliminate discrimination, to approve of procedures which will remedy the effects of past discrimination, and to prevent discrimination in: education, employment, medical care facilities, housing accommodations, commercial space, places of public accommodation, public service, resort or amusement, or other forms of discrimination prohibited by law, based upon race, color, religious beliefs, national origin, age, marital status, disability, public benefit status, sex, sexual orientation, or gender identity or expression; and to take such action as necessary to secure the equal protection of civil rights. (City of Detroit ordinance section 27-1-1)

- Fair Housing Act (42 U.S.C. 3601 et seq) and implementing regulations at 24 CFR Part 100
- Executive Order 11063 and implementing regulations at 24 CFR Part 107
- Title VI of the Civil Rights Act of 1964 (42 U.S.C. 200d-200d-4) and implementing regulations at CFR part 1
- Age Discrimination Act of 1975 (42 U.S.C. 6101-6107) and implementing regulations CFR 146
- Sections 504 of the Rehabilitation Act of 1973 (29 U. S. C. 794) and implementing regulations at 24 CFR 8

- Executive orders 11246 and the regulations issued at 41 CFR Chapter 60
- Executive Orders 11625, 12432, and 12138
- H. Elliot-Larsen Civil Rights Act, Act No 453, Michigan Public Acts of 1976, as amended.

16.02 In accordance with the United States Constitution and with all Federal legislation and regulations governing fair employment practices and Equal Employment Opportunity, including, but not limited to, Title VI of the Civil Rights Act of 1964 (P.L. 88-352, 78 STAT. 252), and United States Department of Justice Regulations (28 CFR Part 42) issued pursuant to that Title; Title VII of the Civil Rights Act of 1964 (42 USC Sec. 2000(e) et seq., {Section 504 of the Federal Rehabilitation Act of 1973, P.L. 93-112, 87 Stat. 394, which states that no employee or client or otherwise qualified handicapped individual will be excluded from participation solely by reason of his or her handicap., will be denied the benefits of, or will be subjected to discrimination under any program or activity receiving Federal financial assistance,} and in accordance and in accordance with the Michigan Constitution and all state laws and regulations governing fair employment practices and equal opportunity, including but not limited to, the Michigan Civil Rights Act (P.A. 1976 No. 453, including Section 209) and the Michigan Handicappers Civil Rights Act (P.A. 1976 No. 220), the Subrecipient agrees that it will not discriminate against an employee or application for employment with respect to hire, tenure, terms, conditions or privileges of employment with respect to race, color religion, national origin, age, sex, height, weight, marital status, or handicap that is unrelated to the individual's ability to perform the duties of a particular assignment or position. Also in performance of this Agreement, the Subrecipient shall comply with the Americans Disabilities Act of 1990, P.L. 101-336, 104 Stat. 328, which prohibits discrimination against individuals with disabilities and provides enforcement standards. The Subrecipient hereby recognizes the right of the United States and the State of Michigan to seek judicial enforcement of the foregoing covenants against discrimination, against itself or its contractors and/or subcontractors connected directly or indirectly with the performance of this Agreement.

16.03 The Subrecipient agrees that it will notify, or cause to be notified, all contractors and/or subcontractors of the obligations relative to nondiscrimination under this Agreement when soliciting same, and will include or cause to be included the provisions of this Article 15 in all contracts and/or subcontracts, as well as provide the Court a copy of any contract upon request.

16.04 Breach of the terms and conditions of this Article may constitute as a material breach of this Contract and, as such, are governed by the provisions for termination as set forth herein.

16.05 **DENIAL OF SERVICES:** The Subrecipient shall not deny service to any person unless, in the reasonable judgment the Subrecipient, such person refuses to cooperate with program goals, creates conflict among the staff or other participants, abuses the program and/or is physically or verbally threatening to the Subrecipient staff or to participants. The Subrecipient shall provide the City with written notification of the full circumstances of each situation where it has found it necessary to deny services for these reasons.

## **17. NOTICES**

17.01 All notices, consents, approvals, requests and other communications (herein collectively called "Notice(s)") required or permitted under this Agreement shall be given in writing, and, when given by the Subrecipient, signed by an authorized representative of the Subrecipient, and delivered, or mailed by first-class mail and addressed as follows:

If to the City:

Planning and Development Department  
Neighborhood Support Services Division  
65 Cadillac Square, Suite 1400  
Detroit, Michigan 48226

Attention: Sheri Person  
(313) 628-2710

If to the Subrecipient:

Living Arts  
8701 W. Vernor Hwy, Suite 202  
Detroit, MI 48209

Attention: Kimberly Kleinhans  
(313) 841-4765

17.02 All notices shall be deemed given on the day of mailing. Either party to this Agreement may change its address for the receipt of notices at any time by giving notice thereof to the other as herein provided. Any notice given by a party hereunder must be signed by an authorized representative of such party.

17.03 Notwithstanding the requirement above as to the use of first class mail, changes of address notices, termination notices, notices to proceed and all legal notices of a pending action (complaint, summons, etc.) or failure to comply notices, shall be sent by registered first class mail, postage prepaid, return receipt requested.

## **18. MISCELLANEOUS**

18.01 No failure by the City to insist upon the strict performance of any covenant, agreement, term or condition of this Agreement or to exercise any right, term, or remedy consequent upon a breach thereof, shall constitute a waiver of such breach of such covenant, agreement, term or condition. No waiver of any breach shall affect or alter this Agreement, but each and every covenant, agreement, term and condition of this Agreement shall constitute in full force and effect with respect to any other then existing or subsequent breach thereof.

18.02 Each party reserves and shall have the exclusive right to waive, at its sole discretion, and to the extent permitted by law, any requirement, or provision, in its favor, under this Agreement unless such waiver is specifically prohibited herein. No act by or on behalf of the party shall be, or shall be deemed to be, a waiver of any such requirement or provision, unless the same be in writing, signed by the authorized representative of the party and expressly stated to constitute a waiver.

18.03 This instrument, including all exhibits and attachments as specified in Section 1.01 hereof, which are attached hereto and are made a part of this Agreement, and all prior negotiations and agreements are merged herein. Neither the City nor the City's agents have made any representations except those expressly set forth herein, and no rights or remedies are or shall be acquired by the Subrecipient by implication or otherwise unless expressly set forth herein. The Subrecipient shall comply with all terms and conditions set forth in all Exhibits as attached hereto and shall utilize all sample forms included as Exhibits, as applicable, unless allowed otherwise by the City.

18.04 Unless the context otherwise expressly requires, the words "herein", "hereof", and the words of similar import refer to this Agreement as a whole and not to any particular Article, Section or other subdivision.

18.05 All the terms and provisions of this Agreement shall be deemed and construed to be "covenants" and "conditions" as though the words specifically expressing or imparting covenants and conditions were used in each separate term and provision.



18.06 The headings of the sections in this Agreement are for convenience only and shall not be used to construe or interpret the scope of intent of this Agreement or in any way affect the same.

18.07 The rights and remedies set forth herein are not exclusive and are in addition to any of the rights and remedies provided by law or equity. This Agreement shall be governed by, subject to, and construed according to the laws of the State of Michigan. The Subrecipient agrees, consents and submits to the personal jurisdiction of the U.S. District Court For The Eastern District Of Michigan or of any competent court in Wayne County, Michigan, for any action brought against it arising out of this Agreement. The Subrecipient agrees that service of process at the address and in the manner specified in Article 16 herein, will be sufficient to put the Subrecipient on notice and hereby waives any and all claims relative to such notice. The Subrecipient also agrees that it will not commence any action against the City because of any matter whatsoever arising out of or relating to the validity, construction, interpretation and enforcement of this Agreement, in any Courts other than those in the County of Wayne, State of Michigan, unless original jurisdiction can be had in either the Michigan Court of Appeals or the Michigan Supreme Court.

18.08 If any Affiliate (as hereinafter defined) of the Subrecipient shall take any action which, if done by a party, would constitute a breach of this Agreement, the same shall be deemed a breach by the Subrecipient with right legal effect. "Affiliate" shall mean a "parent", subsidiary or other company controlling, controlled by or in common control with the Subrecipient.

18.09 Neither party shall be responsible for force majeure events. In the event of a dispute between the parties with regard to what constitutes a force majeure event, the City's determination shall be controlling. Except, that in the event of an occurrence beyond the control of the parties hereto, the City may, at its sole option, terminate this Agreement. Such termination shall be made in accordance with the provisions of Article 9 herein.

18.10 The Subrecipient warrants that any products sold or processes used in the performance of this Agreement do not infringe upon or violate any patent, copyright, trademark, trade secret or any other proprietary rights of any third party. In the event of any claim by any third party against the City, the City shall promptly notify the Subrecipient and the Subrecipient shall pay for the full reasonable cost of the City defending such claims, but at the Subrecipient's expense, and shall indemnify the City against any loss, cost, expense or liability arising out of such claim, whether or not such claim is successful.

18.11 The Subrecipient covenants that it is not, and will not become, in arrears to the City upon any contract, debt or other obligation to the City, including real property, personal property and income taxes. The Subrecipient shall require that, as a condition of contracting and/or subcontracting, that any and all contractors and/or subcontractors shall also agree to be bound by the provisions of this Section.

18.12 This Agreement may be executed in any number of counterparts and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Promptly after the execution thereof, the City shall submit to the Subrecipient a confirmed copy of this Agreement.

18.13 As used herein, the singular shall include the plural, the singular, and the use of any gender shall be applicable to all genders.

18.14 For purposes of the hold harmless provision contained herein, the term "City" shall be deemed to include the City of Detroit, and all other associated, affiliated, allied, or subsidiary entities now existing or hereafter created, their agents and employees, but shall not include the Subrecipient or any of its contractors or subcontractors.

18.15 If any provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such



provisions to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

18.16 The Subrecipient shall not, directly or indirectly, employ, award contracts to, or otherwise engage the services of, or fund any contractor, or subcontractor or subrecipient, or principal as defined in the Federal regulations at 24 CFR 24.105, during any period of debarment, suspension, or placement in ineligibility status or during any period during which said contractor or subcontractor or subrecipient, or principal is proposed for debarment under 48 CFR Part 9, subpart 9.4, under the provisions of 24 CFR, Part 24. If during the term of this Agreement, the Subrecipient is placed on the HUD debarred list, or is placed in ineligibility status, or is suspended, pursuant to the regulations at 24 CFR Part 24, the Subrecipient shall immediately notify the City. The requirements of this Section 17.16 shall apply equally to (1) all government-wide debarment, suspension, placement in ineligibility status, or proposal for debarment whether due to such statuses under action taken by HUD pursuant to the regulations at 24 CFR Part 24, or by any other comparable Federal government action and to (2) such statuses which are not government-wide but which rather are limited to inclusion on a comparable department-wide HUD list.

The Subrecipient shall submit to the City a certification regarding debarment or proposed debarment under 48 CFR Part 1, subpart 9.4, suspension, ineligibility and voluntary exclusion utilizing the form attached hereto as Exhibit N, and in conformance to the instructions thereon.

The Subrecipient shall require all parties who stand in a lower tier relationship to the Subrecipient, if any, to submit said certification to the Subrecipient, if such lower tier relationship is a covered transaction defined at 24 CFR 24.110. The Subrecipient shall also require all parties who occupy a position with the Subrecipient defined at 24 CFR 24.105 as a principal to submit said certification to the Subrecipient. The Subrecipient shall immediately notify the City if, pursuant to the requirements of any such certification received by the Subrecipient the party who had submitted said certification notifies the Subrecipient, or the Subrecipient otherwise learns that said certification is erroneous or has become erroneous by reason of changed circumstances.

The Subrecipient shall require all subrecipient agreements, contracts, and subcontracts under this Agreement to contain a provision comparable to this Section 17.16.

18.17 The payments under this Agreement are contingent upon receipt of grant funds by the City. The City of Detroit reserves the right to delay payment until receipt of adequate funds from the government grantor agency, without penalty or interest.

18.18 It is understood that this is not an exclusive service contract, and that during the term of this Agreement, the City may contract with other consulting firms and that the Subrecipient is free to render the same or similar advisory services to other clients.

18.19 The Subrecipient warrants that it is currently registered to do business in the State of Michigan and is amenable to service or process at the address stated in Section 16.01, "Notices".

## **19. CONFIDENTIALITY**

19.01 In order that the Subrecipient effectively fulfill its covenants and obligations to the City under this Agreement, it may be necessary or desirable for the City to disclose confidential and proprietary information to the Subrecipient's Employees pertaining to the City's past, present, and future activities. Since it is difficult to separate confidential and proprietary information from that which is not, the Subrecipient shall instruct its personnel and consultants to regard all information gained by each such person, as a result of the Services to be performed hereunder, as information which is proprietary to the City and not to be disclosed to any organization or individual without prior consent of the Director of the Planning and Development Department.

19.02 The Subrecipient agrees to take appropriate action with respect to its personnel to insure that the obligations of non-use and nondisclosure of confidential information concerning this Agreement can be fully satisfied.

19.03 All of the reports, information, data, etc., prepared or assembled by the Subrecipient under this Agreement are confidential and the Subrecipient agrees that they shall not be made available to any individual or organization without prior written consent of the Director of the Planning and Development Department except as required by Federal law pursuant to Article 14 herein, and except as required by any other requirements or provisions of this Agreement. The reports and documents reference in this paragraph may also be subject to disclosure under the Michigan Freedom of Information Act.

19.04 The use or disclosure of information concerning services, applicants or recipients obtained in connection with the performance of this Agreement shall be restricted to purposes directly connected with the administration of the programs implemented by this Agreement.

## **20. HIRING POLICY**

20.01 The City of Detroit Ordinance No. 29 -11 approved by the City Council on November 22, 2011, amends the City's Purchasing Ordinance, Chapter 18 of the 1984 Detroit City Code, Finance and Taxation, Article V, Purchases and Supplies, by adding Division 6, Criminal Conviction Questions for City Contractors, which consists of Sections 18-5-81, 18-5-83, 18-5-84, 18-5-85 and 18-5-86. This added language provides for prohibiting City contractors from inquiring regarding criminal conviction questions for applicants to fulfill City contracts until the contractor interviews the applicant or determines the applicant is qualified.

20.02 The subrecipient agrees to establish a hiring policy in compliance with the City of Detroit's Ordinance No. 29-11 as amended. Such policy shall be submitted to the City of Detroit prior to the approval of this agreement by both parties.

IN WITNESS WHEREOF, the City and the Subrecipient, by and through their duly authorized officers and representatives, have executed this Agreement as of the date first above written.

WITNESSES:

1. Melanie Noel  
2. Raquel A. Valdez

SUBRECIPIENT:

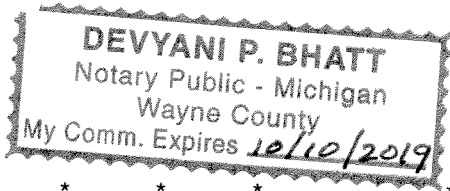
By: Victor Abla  
(Signature of Corporate Officer)  
Its: President  
(Office Held)

CORPORATE ACKNOWLEDGMENT

STATE OF MICHIGAN )  
COUNTY OF WAYNE ) SS

The foregoing instrument was acknowledged before me this 27<sup>th</sup> day of September,  
2013, by Victor Abla, the President of  
(Name of Corporate Officer) (Office Held)  
Living Arts, a Michigan non profit  
(Name of Organization) (Michigan Non-profit)

Corporation on behalf of the Corporation.



Devyani P. Bhatt  
Notary Public

My commission expires 10/10/2019

WITNESSES:

1. Phyllis A. Quinn  
2. \_\_\_\_\_

CITY OF DETROIT, Planning & Development Dept.  
By: [Signature]

Its: \_\_\_\_\_

THIS CONTRACT WAS APPROVED BY THE  
CITY COUNCIL ON SEP 24 2014

Bonnie Jackson  
Purchasing Director Date

APPROVED BY LAW DEPARTMENT  
PURSUANT TO SECTION 6-406 OF THE  
CHARTER OF THE CITY OF DETROIT


[Signature] 6/30/19  
Corporation Counsel Date

THIS AGREEMENT IS NOT VALID OR AUTHORIZED UNTIL SIGNED BY THE PURCHASING DIRECTOR.

CITY ACKNOWLEDGMENT

STATE OF MICHIGAN     )  
                                      ) SS  
COUNTY OF WAYNE     )

The foregoing instrument was acknowledged before me this 11 day of June,  
2014, by F. Thomas Leonard, the Director the Planning and Development Department of  
the City of Detroit, Michigan, a municipal corporation

  
Notary Public, Wayne County, Michigan

My commission expires: 6/21/2018

KAREN M. BEAVER  
NOTARY PUBLIC, STATE OF MI  
COUNTY OF WAYNE  
MY COMMISSION EXPIRES Jun 21 2018  
ACTING IN COUNTY OF Wayne

## RESOLUTION OF CORPORATE AUTHORITY

I, Ralph Valdez, CORPORATE SECRETARY of **Living Arts**, a Michigan corporation (the "Company"), DO HEREBY CERTIFY that the following is a true and correct excerpt from the minutes of the meeting of the Board of Directors duly called and held on \_\_\_\_\_, \_\_\_\_\_, and that the same is now in full force and effect:

I FURTHER CERTIFY that:

<u>Victor Abia</u>	is Chairman of the Board,
<u>Melanie Knoll</u>	is Executive Director,
	is President,
<u>Ralph Valdez</u>	is Vice President,
	is Treasurer,
and <u>Mike Brown</u>	is Secretary.

"RESOLVED, that the following are authorized to execute and deliver, in the name and on behalf of the Company and under its corporate seal or otherwise, any agreement or other instrument or document in connection with any matter of transaction that shall have been duly approved; the execution and delivery of any agreement, or document, or other instrument, or document in connection with any matter of transaction that shall have been duly approved; the execution and delivery of any agreement, document, or other instrument by any of such officers to be conclusive evidence of such approval."

<u>Cara Graninger</u>	Title/Position <u>Co-Executive Director</u>
<u>Melanie Knoll</u>	Title/Position <u>Co-Executive Director</u>
<u>Victor Abia</u>	Title/Position <u>Board President</u>
	Title/Position _____
	Title/Position _____
and _____	Title/Position _____

I FURTHER CERTIFY that any of the aforementioned officers of the Company is authorized to execute or guarantee and commit the Company to the conditions, obligations, stipulations and undertakings contained in the Agreement CPO # 2882841 between the City of Detroit and **Living Arts** entered into for the purpose of providing Public Services and that all necessary corporate approvals have been obtained in relationship thereto.

IN WITNESS THEREOF, I have set my hand this 27 day of September, 2013.

CORPORATE SEAL  
(if any)

Signature:

Ralph Valdez  
Corporate Secretary

EXHIBIT C

EXHIBIT A  
SCOPE OF SERVICES  
**LIVING ARTS, AFTERSCHOOL DANCE AND PHOTOGRAPHY PROGRAM**

**2012-2013**

During the term of this Agreement, the Subrecipient, **LIVING ARTS, AFTERSCHOOL DANCE PROGRAM**, shall provide public service activities herein called the "Project" or the "Services", in order to provide **Supplemental Recreational Services** for persons who are residents of the City of Detroit.

**1. GENERAL REQUIREMENTS**

The Services shall be performed as scheduled and in the manner specified herein, unless an exception is otherwise approved by the City in writing.

Services shall be public and be provided to Detroit residents. No excessive fees shall be charged, nor "donations" for project services be requested, which would preclude lower income persons from gaining access to, or participating in, the Project Services hereunder.

Though public Services hereunder may be targeted to a particular subpopulation or problem area, the Subrecipient must abide by the provisions of Article 12 (Compliance with Laws and Security Regulations) and Article 15 (Fair Employment Practices and Nondiscrimination Requirements) of this Agreement. Therefore, the Subrecipient, in the provision of public Services hereunder, shall not discriminate against any otherwise qualified person applying for the public Services, nor give preference to persons, nor limit provision of Services to persons, based solely on factors of race, ethnicity, gender, age, handicap, disability, sexual orientation or religion.

**2. CDBG NATIONAL OBJECTIVE CRITERIA**

This Project will meet the Community Development Block Grant Program national objective in the following way: **AREA BENEFIT**

This project serves all persons in the area within the City of Detroit encompassing Census Tracts 5237, 5233, 5240, 5231, 5260, 5263, 5261, 5257, 5221, 5236, 5211, 5243, 5213, 5232, 5241, 5258, 5255, 5262, 5234, 5264, 5235, 5238, 5242, 5256, 5254 and the street boundaries of Warren on the north; the Detroit River on the south; I-96 on the east; City of Detroit border on the west. The percentage of low and moderate income persons residing in this defined area is greater than 51%.

The Subrecipient shall make and maintain such data and records as required by the City and as necessary for the reports required in Exhibit E and F hereof. Such records shall identify project participants and/or beneficiaries and their addresses, the nature of the services provided, dates services are provided, the quantity or number of times services are provided, and such other information which the City deems necessary to fulfill the City's project monitoring responsibility. The subrecipient shall maintain all records taking care to treat participant personal or income information with due respect for confidentiality.

### 3. SERVICES TO BE PERFORMED

During the term of this Agreement, the Subrecipient shall provide dance classes to 145 youth of Southwest Detroit, age's 3 – 17 and 20 adults; during afternoon and evening hours, those targeted for our program are at-risk youth, both male and female that live in Southwest Detroit. Participants will be recruited through a marketing campaign that includes delivering postcards to be distributed in local schools and businesses, an email blast, mailings to past students, use of the internet and social networking sites, and referrals from other agencies.

#### a. DANCE

The Subrecipient shall provide thirty-four (34) weekly dance classes in tap, jazz, hip-hop, ballet, modern, breakdance and creative movement during after school hours, at two locations with an annual showcase performance, with expected attendance of 500 people. Program also includes three field trips to professional dance performances at local metro Detroit venues.

The Subrecipient's goals are that 70% of the students complete the program by performing in annual showcase. That 80% of the students will attend field trips documented by sign in sheets. That 80% of students will show improvement in the knowledge and skill of dance technique documented by pre/post test (technician). That 70% of students will improve their ability to develop concepts and choreographic skills as documented by through pre/posts tests, parent surveys, teacher observation (creator), 70% of students will display signs of increased critical thinking through use of observation and reflection as documented by student surveys and teacher observation (critical thinker), and 80% of students will exhibit improved leadership skills, an increased ability to work in a group and advanced listening skills as documented by student surveys, parent surveys, and teacher observations (Collaborator). That 50% of students will participate in at least one intensive workshop or field trip to supplement their practice and increase their exposure to cultural art forms and practices and 50% of parents or other caregivers will participate in at least one class observation during the program.

The Subrecipient will pay for accounting services that include bookkeeping, preparation for and audit of annual financial statements, preparation for and filing of annual 990 and any miscellaneous items that arise during the course of normal business. During the times, when the students are on location performing, or on field trips, Living Arts will provide a nutritional snack.

### 4. PERSONNEL

Staff partially or fully reimbursed for the performance of this contract are limited to the Program Manager; several Dance Instructors, Level 1; and the Director of Programs. The Operations Manager and the Artistic Director. The dance instructor will instruct the students in the various dance arts. The Program Manager duties include but are not limited to monitors project tasks, establishes consistent tracking, compiles financial and non-financial data for the preparation of internal reports, compliance reports and grant billings. Performs various general administration functions such as billings, budget amendments, plan changes, program evaluation, etc. The Director of Programs duties includes creating, implementing and managing after school arts program and workshops, Community Arts Night, ensures adequate contracts/agreements are in place with partners and individual artist. Acts as liaison with other community organizations. Creates evaluation tools.

The **Artistic Director** is employed both in administrative and instructional tasks. She teaches 5-8 classes per week and works with both the DanceCollege and Junior Company; hires and supervisors all instructors, schedules performances for DanceCollage and Junior company, orders costumes, organizes field trips, plans the schedule, and supervises the planning of the annual showcase.

She also runs dress rehearsals, generate goals and strategies for program development, plan special workshops, assist in teacher evaluations bi-annually, creation of student and parent evaluation tools, co-facilitate training to dance instructors in basic philosophy of program, curriculum, parent viewing days, evaluation & outcomes of program. Her teaching and DanceCollage hours are: Monday 4:00-8:00, Wednesday 4:00-6:00, and Thursday 4:00-8:00. Her administrative hours are: Tuesday 9:30-2:30, Wednesday 9:30-4:00, Thursday 1:00-4:00.

The **Director of Programs** has many varied duties in the organization. Her duties include the cultivation of partnerships; program direction & development; in conjunction with Artistic Director, Program Managers, and Operations Manager, creating, implementing, and managing the program plan; ensuring adequate contracts/agreements are in place with partners and individual artists, with support from Operations Manager and program managers; assisting with program promotion and marketing at schools, networking meetings and wider community; facilitating direct services to partner schools and community sites, acting as liaison with those sites; leading on program evaluation; ensuring that all program sites have space that is adequate, appropriate and safe; writing and submitting grant proposals and reports, in collaboration with Operations Manager; providing board support; developing policy; strategic planning & fund development; and human resources. Her hours are Monday-Friday 9:00a-5:00p.

The duties of the **Program Manager** include: assist with registration process; take student payments, write and issue receipts; handle money in accordance with financial security procedures; update student and class lists data base; update tuition & fees spreadsheet; translate materials into Spanish; produce & distribute student/parent information; vacuum & straighten waiting areas; monitor youth/adult activity in waiting areas, insuring a safe and healthy environment; assist in entering evaluation data—monthly attendance records, pre-test/post-test scores, parent & student survey data, teacher evaluation data; call parents when emergency situation occurs concerning their children; file incident reports when necessary; communicate with Program Director & Executive Director as to issues, needs and/or problems; participate in staff meetings when necessary; assist office staff, answering phone calls; prep and execute events; produce and distribute office info. Her hours are Monday-Friday 1:00-8:30.

The duties of the **Operations Manager** include: processing payroll, prepping all financials for the accountant, working with the Director of Programs to complete grant reports and grant proposals, research funding opportunities, process and manage data for donations received, assist the Director of Operations with administrative and office management duties, create systems for managing and tracking financial and budget info for staff and help prepare and facilitate events.

The duties of the **Dance Instructors** include:

- 1) Teach weekly classes to various ages and levels for the 2012-2013 Southwest Dance season. (October 1, 2012 – June 2, 2013)
- 2) Create performance ready dance routines for the annual Southwest Dance Showcase.
- 3) Attend all staff meetings and trainings (average two per season).
- 4) Create syllabus and pre/post tests for each class.
- 5) Communicate with Site Administrator and Artistic Director any concerns or challenges.
- 6) Communicate with parents any requests or expectations of students
- 7) Fill out student evaluations (a one page, multiple choice, assessment tool given to all teachers) by the end of the season



The duties of the **Director of Operations** include: fund development, communications, office management and technology, financial oversight and risk management, as well as strategic planning and human resources. No NOF/CDBG funds will be spent on the portion of her time dedicated to fund development and marketing. Her hours are Monday-Friday 9:00a-5:00p.

The duties of the **Security Guard** include watch over all vehicles parked in lots, street and driveway; watch the door; keep an eye out for who enters who exits; watch children while entering and exiting building; assist desk worker or instructors in having unwanted visitors exit the building; call 911 if needed and any other emergency units if need be; be available when Desk worker is there to open the building; wait on desk worker and assist with closing up the building; actively patrolling all surrounding areas of the building. His hours are Monday-Thursday 4:00-8:30.

## **5. PROJECT LOCATION (S) AND OPERATIONS SCHEDULE**

The Subrecipient's project administrative offices are located at 8701 W. Vernor Hwy, Suite 202, Detroit, MI 48209, open 10AM-5PM Monday through Friday

Dance classes: Program Site #1 Messiah Church, 3816 Toledo Ave., Detroit, MI 48216, Monday through Thursday, 4:15-8:30PM; Program Site #2, Compás Odd Fellows Hall, 8701 W Vernor, Detroit, MI 48209, 4:30-9:00PM Monday, 4:15-6:00PM Tuesday and Friday.

To the extent possible, the Subrecipient shall provide a safe and healthy environment for Project activities hereunder. All applicable occupancy permits, fire inspection reports, elevator inspection reports, and/or other building or health code permits, licenses and certificates shall be posted in a conspicuous place on the Subrecipient's premises which constitute a base of operations for Project Services.

## **6. PERFORMANCE SCHEDULE**

During the term of this Agreement the Subrecipient shall, at a minimum, provide 800 service units to a minimum of 140 persons. On a monthly basis, the Subrecipient shall strive to meet the goal to provide 80 units of project services to an average of 110 persons.

A service unit is one student attending one class.

## **7. ANNUAL MEASURABLE PROJECT OUTCOME**

The overall goal of this project is to accomplish the following measurable annual outcome:

The Subrecipient's dance program addressed the Suitable Living Environment objective by improving access to fine arts education in that 75% of the students enrolled shall display signs of improved self confidence, experience personal achievement, and increase knowledge of their art as measured by pre- and post-tests and by instructor observation.

EXHIBIT B  
BUDGET  
LIVING ARTS, AFTERSCHOOL DANCE PROGRAM  
2012-2013 NOF FUNDING

<b>PERSONNEL (Admin)</b>		
Director of Operations \$1.05 hr X 40 hrs /wk x 26 wks, \$1,092.00 ( NOF= 5%)		\$10,689.00
Director of Programs \$5.38 hr X 40 hrs/wk X 26 wks, \$5,595.00 ( NOF = 24%)		
Operations Manager \$4.81 hr X 32 hrs/wk x 26 wks, \$4,002.00 ( NOF = 34%)		
<b>OPERATING EXPENSES</b>		
Artistic Director \$24.53 hr X 22 hr/wk X 26 wks		\$14,031.00
Program Manager \$8.66 hr X 25 hrs/wk X 26 wks		\$5,629.00
Employer taxes		\$2,324.00
Fringe Benefit (proportional health insurance)		\$1,245.00
Independent Contractor / Guest Artists \$25 hr		\$500.00
Security Guard \$8.00 X 4.5 hrs/ day X 4 days X 26 wks (@48%)		\$1,776.00
Communication (Internet, phone, fax & web-hosting)		\$220.00
Accounting/Banking Services (accounting, & payroll services)		\$2,937.00
Insurance		\$500.00
Printing		\$250.00
<b>PROGRAM EXPENSES</b>		
Program Space (Messiah Church) rent		\$6,310.00
Program Materials & Supplies		\$150.00
Costumes		\$4,250.00
Dance Instructor Fees \$25 hr		\$8,759.00
Field Trips (Students and Chaperones to see professional dance at local venues)		\$430.00
<b>TOTAL AMOUNT</b>		<b>\$60,000.00</b>

The Subrecipient is responsible for all withholding taxes, insurance, etc.

All time must be documented by Time/Task logs – See attached Ex V

The Subrecipient may request prior City approval for budget line item shifts of Direct Cost line items, except that such line item shifts involving personnel shall not result in an increase in the rate of such salaries. Requests for line item shifts shall be granted by the City as it deems reasonable and necessary for the performance of Services hereunder and shall not be deemed approved unless such approval is given in writing by the City.

This total amount of \$5,000.00 is an estimate of the group's monthly reimbursement request.

## EXHIBIT C

### ACCOUNTING AND BOOKKEEPING PROCEDURES AND REQUIREMENTS ACCOUNTING JOURNALS & LEDGERS

1. **Co-mingling Funds.** There shall be a separate accounting that shows the source and "application" (distribution or expenditure) for all Agreement funds, but a separate bank or checking account is not required.

2. **Non-eligible costs** shall be segregated from Agreement costs. "Non-eligible costs" are those costs which are not properly documented or incurred in accord with the terms of this Agreement, are unallowable under Federal Cost Principles (OMB Circular A-122), or are non-eligible under Community Development Block Grant Regulations.

3. **Recovery from Other Sources.** Expenses paid or payable from outside funding sources other than this Agreement shall be excluded from the Agreement general ledger account. Double billing is prohibited. Expenses recovered or recoverable from other funding sources shall not be included in the Agreement payment/reimbursement requisition (Exhibit D herein).

4. **Generally Accepted Accounting Principles/Double Entry System.** All financial records shall be kept in accord with generally accepted accounting principles and procedures. The Subrecipient, or the Subrecipient's authorized fiduciary hereunder, shall maintain a double entry accounting system. The Subrecipient may use appropriate accounting computer software and technology to accomplish this purpose. The double entry accounting system shall include:

a. **General Ledger** shall be established and maintained for all accounts affected by this Agreement. The General Ledger shall be posted up-to-date at least once a month.

b. A **Cash Receipts Journal** shall be established and maintained. All Agreement payments shall be deposited in full in the Subrecipient's bank. Such bank must be a member of the FDIC. A bank deposit slip shall be kept on file which matches the amount of the Agreement payment.

Book cash balances shall be reconciled to bank balances in accordance with Standard Accounting Procedures.

c. A **Cash Disbursements Journal** shall be established and maintained.

\*1. Disbursement shall be made by prenumbered checks signed by two (2) authorized representatives of the Subrecipient. A mechanical check protector is recommended for use to the extent possible, or checks shall be typewritten. Individual items purchased with petty cash shall be supported by properly executed cash vouchers (or requisitions) and vendor's invoices.

2. The Subrecipient will distribute its expenses in its records in accordance with approved budget classifications.

3. Disbursement shall be supported by copies of vendor invoices for all items other than payroll. Payroll shall be supported by a list of names, titles, time, rate, amount, deductions, and time sheets.

4. The Subrecipient shall make a clerical check of all Invoices and Records to ensure their accuracy. Evidence of such clerical checks shall be noted on the Invoice and/or be appropriately documented in records (electronic or manual) to prevent double payments, double billings or improper cost allocation.

5. Documentation in support of any rent charges shall be determined by the City, but shall minimally include a copy of the lease and monthly rent receipts.

6. All cash register receipts submitted as documentation must be validated. That is, the purpose and description of the purchase shall be noted on the receipt, and it shall be signed both by the person who made the purchase and the authorizing representative of the Subrecipient. A properly completed purchase requisition with the cash register receipt attached may be used for this purpose.

7. Mileage reimbursement reports shall be reviewed and approved by an authorized representative of the Subrecipient.

d. A **Payroll Register** shall be maintained to adequately accumulate the required payroll information. Payroll tax withholding information shall be maintained in such a manner as to allow accurate payment to the taxing authorities. Required payroll tax returns shall be prepared and filed in sufficient time to avoid penalties, interest, and additional taxes. The Subrecipient may make tax payments by electronic transfer or such means as permitted by the taxing authorities.

1. Employee salary and wage payments shall be supported by time and attendance forms which the Subrecipient shall keep on file for City review and monitoring. Time-keeping/attendance records shall be formally approved by an authorized supervisory representative of the Subrecipient or as otherwise provided in the Subrecipient's personnel procedures.

2. Withholding taxes shall be based on proper authorizations and computed in the proper manner.

3. Reporting of payroll with supportive detail shall meet the requirements as stipulated in this Agreement (Exhibits B, G, H, and M).

4. Written contracts shall be maintained when the Subrecipient has hired a person to work on this Agreement as a personal services contractual employee or independent professional contractor. The Subrecipient shall follow Internal Exhibit C, Accounting And Bookkeeping Procedures And Requirements Revenue Services guidelines (IRS Publication 15, Circular E) regarding the treatment of, and liability for payment of, withholding and other taxes for all such persons hired on contract.

## INTERNAL CONTROLS

**\* 5. Segregated Financial Oversight Duties.** Employee responsibilities shall be formalized and accounting responsibilities shall be segregated, to the extent possible, as follows:

**a. Employees of the Subrecipient preparing payrolls and handling time reporting records shall not have access to the related paychecks. Employees, including managers, shall not sign their own pay checks.**

**b. Employees who handle or record cash or prepare or sign checks shall not also reconcile bank statements to accounting records.**

## GENERAL

**6. Employee/Personnel Records.** Appropriate personnel data for employees, including personal services contract employees, as specified in the Subrecipient's written personnel policy, and as required herein, shall be maintained for all employees working on this Agreement (i.e., personnel folder, signed withholding authorization forms, employment contract or terms, disclosures, etc, as applicable)

**7. Equipment and other Personal Property.** Equipment [as defined at 24 CFR 54.2(l) ], having a useful life of more than one year, that is purchased with funds derived from this Agreement, shall be marked with an appropriate tag or label, and inventories of such equipment shall periodically be taken. An inventory list of all such equipment purchased under this Agreement shall be submitted to the City. Tangible property purchased by the Subrecipient with Agreement funds shall revert to the City at the expiration or termination of this Agreement, unless the City enters into a new Agreement with the Subrecipient or issues other instructions regarding disposition of such property. Generally, the Subrecipient shall implement the Federal property management standards found at 24 CFR 54.31-37 with respect to property acquired under this Agreement.

**8. Budget Revisions.** Proper budgetary controls shall be established and periodically reviewed. Excessive (e.g. revised every month) shifts between budget line items are unallowable. The Subrecipient shall not change any line or sub-line item in the Budget (Exhibit B) without written approval by the City. Acceptance of a Budgetary Status Report (Exhibit J hereof) revision and subsequent payment of an invoice by the City constitutes such City approval, unless the Subrecipient is otherwise notified of a denial or a hold by the City in writing. All Budget line item adjustments must be reflected on the Budgetary Status Report (Exhibit J) as approved by the City. **The Subrecipient is never approved to create a new (additional) line item without City approval of an amendment to this Agreement in accordance with Article 13 hereof, Amendments.**

**9. Dishonesty Protection.** The Subrecipient shall obtain fidelity bonds or other similar dishonesty insurance protection covering all employees who have access to Agreement funds in an amount adequate to cover the largest Agreement proceeds estimated to be on hand at any one interval. In the event such bonds are canceled the Subrecipient shall immediately notify the City. If the Subrecipient has a fiduciary agent, then the fiduciary must provide evidence of such bonding or insurance. Certificates evidencing bonding and insurance shall be submitted to the City prior to commencement of Services hereunder.

**\*10. Nepotism and Conflict of Interest.** The Subrecipient's formal hiring policy shall prohibit nepotism and conflicts of interest. Relatives of board members, managers or other such persons with decision making authority shall not be hired to work on, or be paid from, this Agreement. Pre-agreement incidence of nepotism shall be disclosed to the City and such persons salary/wages shall not be included in this Agreement budget or be paid by the City.

The Subrecipient shall require its employee(s) working on this Agreement to disclose their outside employment or business ties (if any) before beginning work on Services under this Agreement. All such disclosure(s) that may constitute, or give the appearance of, a conflict of interest or nepotism shall be reported to the City during the term of this Agreement. All disclosures, required certifications and/or other such documentation shall be kept on file in each employee's personnel file, as applicable.

**\*11. Interest Earned on Advance.** If any Federal Funds are advanced under this Agreement, all Agreement funds shall be kept in interest bearing accounts, to the extent reasonable and possible. All interest earned on such funds shall be reported in each payment request. If total interest earned during the term of this Agreement should exceed \$250.00, the excess shall be promptly remitted to the Federal Government in the manner in which the City shall prescribe.

**12. Program Income.** In accordance with Article 6.07 of this Agreement if any program income is earned by the Subrecipient, all program income earned must be reported to the City with each Payment request and Exhibit W.

**13. Waiver or Determinations.** If any provision of these Accounting and Bookkeeping Procedures cause the Subrecipient undue hardship, particularly those paragraphs herein preceded by “\*”, are in contradiction of other state or federal grant agreements, are impractical to implement or otherwise conflict with the Subrecipient's own formally adopted and authorized written policies, then the Subrecipient may request a determination for using an alternative procedure or a waiver of enforcement of the conflicting provision from the City. No such determination or waiver shall be deemed effective unless approved in writing by the City's authorized representative. The City may not waive provisions that are statutory or that would violate generally accepted accounting principles or CDBG program rules and regulations.

**EXHIBIT D**  
**PAYMENT/REIMBURSEMENT PROCEDURES AND REQUIREMENTS**

The following procedures shall be followed by the Sub recipient to facilitate the request for reimbursement of funds expended for budgeted items in performance of the Agreement. The Sub recipient shall submit all requests for reimbursement by the 15<sup>th</sup> of each month. Request for reimbursement shall be made monthly. All final reimbursements shall be submitted within **90** days of expiration of the contract or by (     ), unless the City approves a different time interval.

1. The Subrecipient shall submit **one original and one complete copy** of an Invoice that contains the following items of information:

A. A letter of transmittal on the Subrecipient's letterhead that:

1. provides the Subrecipient's legal name and Federal Employer I.D. Number,
2. states the total requested amount;
3. specifies the time period covered by the invoice;
4. specifies the Agreement Number;
5. specifies the amount of Indirect Costs included, if any;
6. specifies the amount to be credited toward the Advance,
7. reports all program income earned; and
8. is signed by an authorized representative of the Subrecipient.

B. A budgetary status report in the format of the sample attached hereto as Exhibit J which includes appropriate line items for Indirect Costs (if any) and the Advance (if any) and line items to report Program Income and Interest earned on the Advance (if any);

C. A check register listing the direct cost expenditures for the period listed in account order (see sample attached hereto as Exhibit I);

All items of expenditure listed on the check register shall be accompanied by invoices and receipts or other appropriate backup information, in check register order. The City may, in its sole discretion, and at its option, provide the Subrecipient with notice that cancelled checks will be additionally required to backup expenditures should the City decide it necessary. Unless otherwise notified, backup information shall be prepared as follows:

1. Receipts and Invoices - Copies of receipts and invoices shall be submitted in check register order. They shall include the date paid and the check number, and be signed or initialed by an authorized representative of the Subrecipient.
2. Mileage Reimbursement – All requests are to be on the "Private Car Mileage Report" (see sample attached hereto as Exhibit L).
3. Long Distance Calls - All long distance calls contained on the accompanying copy of the telephone bill shall be itemized on one form using the sample attached hereto as Exhibit K, or its equivalent. Any calls not accounted for will be assumed ineligible and therefore not reimbursable. Long distance calls

Long distance calls are those made outside the Detroit metropolitan area. Reimbursement of any costs of telephone service and/or long distance calls shall only be allowable as pursuant to the Budget, Exhibit B.

D. Each submission shall contain a payroll register as per item d4 of Exhibit C (attached hereto and made a part hereof) following the instructions given in Exhibit G (attached hereto and made a part hereof) and utilizing the form found attached hereto as a sample as Exhibit H. ADP payroll or similar information acceptable to the City may be substituted for the Exhibit H form if it contains essentially the same information categories.

E. Personnel and payroll costs shall be backed-up with the Time Distribution Summary (Exhibit M hereof). Unless the City specifically requests the Subrecipient to submit time-related records for its review, time sheets, time cards, tax withholding records and other such records shall be kept on file by the Subrecipient in its offices to back up all personnel and payroll charges.

F. The signature of the Subrecipient's authorized representative is required on the forms to be submitted under paragraphs A, B, C, D, and E above.

2. The Subrecipient shall also submit together with each payment request, or at such time otherwise prescribed by the City Project Manager:

A. Performance Schedule, attached hereto as samples Exhibits E and E-2 respectively. If performance, or submission of Performance Schedules under this Agreement should fall behind by 60 days or more with respect to the Performance Schedule of this Agreement, then in accord with Article 9 hereof, the City may, within its reasonable discretion, suspend payment in whole or in part to the Subrecipient under this Agreement, until the City determines whether progress on the Project warrants payment and is commensurate with work performed, or is otherwise justifiable.

B. Statement of Eligibility, attached hereto as example Exhibit F, as instructed by the Project Manager.

3. Any submission that does not comply with these procedures and which does not include all of these required supporting documents, may be returned to the Subrecipient with a Letter of Deficiency stating the reason for return. Reimbursement processing in full or in part will not begin by the City until an acceptable invoice with sufficient supportive documentation is received.

4. Requests for reimbursement for a contract years must begin to be submitted to the City within 90 days of contract execution or the start of the contract term whichever is later and must be submitted monthly thereafter.

5. All requests for reimbursement must be for expenses incurred or purchases made during the term of the contract.

6. No request for reimbursement may be submitted later than fifteen (15) days after the termination date of the contract.



7. The City reserves the right, without compliance with Article 13 of this Agreement, to amend any of the above items or to add or to delete items, if experience, technological advances, Grantor Agency mandate, or other pertinent issues should make such a change, addition or deletion reasonable and/or necessary.

8. Indirect costs (if any) listed on Budget (Exhibit B), shall be paid, pending City approval of the Subrecipient's indirect cost proposal, as follows:

- A. The approved indirect cost percentage shall be multiplied by the Subrecipient's direct costs for the period
- B. This sum shall be added to the total direct costs documented and approved for that period.
- C. The indirect cost calculation shall be shown as the last item on Exhibit I, the check register.
- D. Should the City disallow any direct costs from the request, and then the City shall recalculate and reduce the indirect costs accordingly.

**SAMPLE OUTCOME REPORT**  
**(For Public service only)**  
**ATTACHMENT B**  
**COMMUNITY DEVELOPMENT BLOCK GRANT**

Outcome Measurement Framework

<b>PUBLIC SERVICES</b>	
<b>HUD Objective/Outcomes</b> 1. Create suitable living environments 2. Availability/accessibility	
<b>Output</b>	
1. Number of hours conducting educational activities	130
2. Number of children ages 11-17 who attended the tutoring session	220
3. Number of parents participating in the sessions	10
4. Number of Pre-test and % percentages passing	220
5. Number of Post-test and % percentage pass	220
<b>Outcome Indicators</b>	
1. Number of student pass test	220
2. Number of students who finish High School	210
3. Number of student register for College	200
4. Number of student who receives job training	10
5. Number of students who needs more training	10
<b>Total services units number of students participating x hours of services</b> <b>Ex. 200 x 400 service hours</b>	<b>8,000 service unit hours</b>

# EXHIBIT E PERFORMANCE SCHEDULE

(Part I – Demographics)

The Subrecipient understands and agrees that Exhibit E reporting requirements may be changed to conform to the requirements of an ordinance, rule, regulation or policy of the City of Detroit or HUD. In addition to the reporting requirements of this Exhibit E, the Planning and Development Contract Management System or any current modifications thereof may require that other Subrecipient performance data may need to be reported and submitted. The Subrecipient agrees to provide the City with any data that the Planning and Development Department may deem necessary. The City shall base any such additional reporting requirements on Federal regulations and the City's program monitoring needs.

Organization name: **LIVING ARTS, AFTERSCHOOL DANCE PROGRAM**

Agreement CPO # \_\_\_\_\_ Report for the Month of \_\_\_\_\_, 20\_\_\_\_

Prepared by: \_\_\_\_\_ Phone No. \_\_\_\_\_

Racial Categories	Total Participants	Total New Participants	Hispanic or Latino	Total Participants Head of Household	Total Participants Year to Date
Black or African-American					
White					
American Indian or Alaska Native					
Asian					
Native Hawaiian or Other Pacific Islander					
Black or African-American and White					
Asian and White					
American Indian or Alaska Native and Black or African-American					
TOTAL NUMBER OF PARTICIPANTS					
Total Number of Ethnic Category Responses (Hispanic or Latino)					

Total # of NEW** participants this month who are low income	
Total # of NEW** participants this month who are moderate income	

**\*\*A NEW Client is a person never before served during the period of the Agreement count each NEW Client only ONCE.**

EXHIBIT E  
PERFORMANCE SCHEDULE

(Part II – Activity Report)

Subrecipient Organization: LIVING ARTS, AFTERSCHOOL DANCE PROGRAM

Number of Service Units Provided *This Month*, \_\_\_\_\_, 20\_\_

Total # of Students enrolled	
Total # of Classes Held	
Total # of Students in Tap class this month	
Total # of Students in Ballet class this month	
Total # of Students in all other dance classes this month	
Total Service Units = Actual Attendance for all Days from sign-in sheets	
Total # of Students in Photography class this month	
# photography students displaying their work	
# dance students performing at Showcase	
# attending field trips	

COMMENTS: Use this space for explaining any changes in the staffing of the organization, rapid or slow progress in delivering services, changes in the nature of the services, etc. Attach any supporting documents that verify activities, attendance, etc., as directed by the Project Manager.

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(Part III, Outcome Report) The Outcome Report is to be provided ONLY ONCE - at the completion of the performance period. Outcomes are to be reported statistically and show how your organization has met the goal(s) stated in Section 7 of the Scope (Exhibit A). But, at the completion of the performance period use the actual number achieved, not the goal from the Scope. Keep data on file that backs up this statement.

The Subrecipient's dance and photography program addressed the Suitable Living Environment objective by improving access to fine arts education in that 75% of the students enrolled displayed signs of improved self confidence, experienced personal achievement, and increased knowledge of their art as measured by pre- and post-tests and by instructor observation.

Accomplishment Narrative: State the total numbers achieved within the term of this contract in a complete sentence along with the total number of clients enrolled from 12 months of activity reports.

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(Part III – Geographic Data)

Agreement SPO# \_\_\_\_\_ Report for the Period of: \_\_\_\_\_, 20\_\_\_\_

## Count New Clients Only Once Per Contract

[illegible]

EXHIBIT F  
STATEMENT OF ELIGIBILITY - SUBRECIPIENT

CFR 570.201(e) Public services. Provision of public services (including labor, supplies, and materials) including but not limited to those concerned with employment, crime prevention, child care, health, drug abuse, education, fair housing counseling, energy conservation, welfare home buyer down payment assistance, or recreational needs.

SUBRECIPIENT ORGANIZATION: LIVING ARTS, AFTERSCHOOL DANCE AND PROGRAM

AGREEMENT SPO# \_\_\_\_\_

STATEMENT OF ELIGIBILITY - PARTICIPANTS

**AREA BENEFIT**

Participant Name: \_\_\_\_\_ Date \_\_\_\_\_

Service/s Requested: \_\_\_\_\_

Address: \_\_\_\_\_ Detroit, MI 482\_\_\_\_

Phone #: \_\_\_\_\_ Birth Date: \_\_\_\_\_ Age \_\_\_\_\_

Is the Service Recipient/Client a Single Female Head of Household (i.e., a single female parent with a child 18 years old or younger)?

☐ Yes ☐ No

Race and Ethnicity: \*\*Client must check ONE of the first two lines below THEN choose the appropriate Race category/ies

Hispanic or Latino	
NOT Hispanic or Latino	
Black or African American	
White	
American Indian or Alaska Native	
Asian	
Native Hawaiian or Other Pacific Islander	
Black or African American and White	
American Indian and White	
Asian and White	
American Indian or Alaska Native and Black African American	
*Other multi-racial category: List	

**EXHIBIT G**  
**PAYROLL REGISTER INSTRUCTIONS**

(Instructions for: Exhibit H Payroll Register)

Post pay data.

List employees and titles. Titles must conform to the budgeted positions.

Post gross salaries, corresponding taxes, and deductions where applicable.

Post net salaries.

Total the columns.

Deposit withholding taxes immediately upon paying salaries in accounts specifically set up for deposit of withholding taxes. The withholding tax deposit checks listed in the Check Register must correspond exactly to the total amounts in the payroll register. Withholding tax deposit checks shall only be reimbursable by the City if Subrecipient has no legal access to funds deposited in such accounts. Employer F.I.C.A. taxes should be listed separately on the check register.

The sum of the gross employee totals by title in the payroll register must correspond exactly to the budgeted "Personnel" line item "Contract Costs This Month" section of the Budgetary Status Report.

The net amounts in the payroll register must correspond to the net amounts listed in the check register.

SUBRECIPIENT \_\_\_\_\_  
Pay period - From: \_\_\_\_\_ to: \_\_\_\_\_  
Agreement Number: \_\_\_\_\_

Check Date	Check No.	Employee	Title	Gross	NOF %	FICA Total/ NOF	Federal Total/NOF	State Total/NOF	City Total//NOF	Other Total/NOF	NET Total/NOF
Total	XXXX	XXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXX		XXXXXX						
Total NOF	XXXX	XXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXX		XXXXXX						

Prepared by: \_\_\_\_\_ Date: \_\_\_\_\_

Approved by: \_\_\_\_\_ Date: \_\_\_\_\_

Subrecipient=s Authorized Representative

Note: NOF% is derived from Time Distribution Summary for each employee charged to NOF. The NOF percent, based on percentage of hours worked on NOF activities for the period, must be applied across the board to taxes, net pay and other fringes for each person and then be totaled for all persons.



Prepared by: \_\_\_\_\_ Date: \_\_\_\_\_  
Approved by: \_\_\_\_\_ Date: \_\_\_\_\_

Subrecipient Name: \_\_\_\_\_

Prepared by: \_\_\_\_\_ Date: \_\_\_\_\_ Authorized by: \_\_\_\_\_ Date: \_\_\_\_\_

Period Ending: \_\_\_\_\_ Agreement Number: \_\_\_\_\_

BUDGETARY STATUS REPORT						
Acct. Title	Acct. #	Total Prior Contract Costs	Contract Costs This Month	Total Costs Billed on Contract to Date	BUDGET	Contract Balance
Indirect Costs @ _____%						
Subtotal Program						
TOTALS						

SUBRECIPIENT \_\_\_\_\_  
 AGREEMENT NUMBER \_\_\_\_\_  
 REIMBURSEMENT FOR EXPENSES FROM: \_\_\_\_\_ TO: \_\_\_\_\_

**The person who signed under the initials-of-caller column made the following telephone calls. It is understood that each and every telephone call enumerated below was on and for the Subrecipient's performance under this Agreement.**

Telephone Service for the Month of \_\_\_\_\_

Prepared by: \_\_\_\_\_ Date: \_\_\_\_\_  
Approved by: \_\_\_\_\_ Date: \_\_\_\_\_

EXHIBIT L  
PRIVATE CAR MILEAGE REPORT  
(SAMPLE)

SUBRECIPIENT \_\_\_\_\_  
AGREEMENT NUMBER \_\_\_\_\_

Total Mileage on Agreement Business \_\_\_\_\_  
(Mileage traveled from home to job or from job to home is not reimbursable)

Prepared by: \_\_\_\_\_ Date: \_\_\_\_\_  
Approved by: \_\_\_\_\_  
Subrecipients Authorized Representative \_\_\_\_\_

PRIVATE CAR MILEAGE REPORT					
Date	Starting Odometer Reading	Ending Odometer Reading	Total Mileage	Employee's Initials - Make & Year of Car: License Number _____	Destination or other explanation of purpose of trip (Explain how this mileage was related to NOF project activities.)

Prepared by: \_\_\_\_\_ Date: \_\_\_\_\_ Approved by: \_\_\_\_\_ Date: \_\_\_\_\_

Exhibit M  
Time Distribution Summary

Subrecipient Name: \_\_\_\_\_

Period From: \_\_\_\_\_ To: \_\_\_\_\_

Agreement Number: \_\_\_\_\_

Prepared By: \_\_\_\_\_ Date: \_\_\_\_\_

Authorized By: \_\_\_\_\_ Date: \_\_\_\_\_

**List All Personnel Charged to the Agreement and their work hours. Personnel listed must coincide with the payroll register.** NOF of hours worked must be used to pro-rate charges for each individual employee's salary and withholding tax amounts charged to NOF and be shown on the payroll register calculations. The NOF % also applies to employer FICA taxes charged to this NOF Agreement.

Time Period	Name & Job Title	Hourly Rate	Total Hrs. Worked	NOF Hours Worked	NOF %
		\$			
		\$			
		\$			
		\$			
		\$			

Total All Hours: \_\_\_\_\_

Total Leave Hours, Holiday, Sick, Vacation for Period: \_\_\_\_\_

**EXHIBIT N**  
**CERTIFICATION REGARDING DEBARMENT, SUSPENSION INELIGIBILITY AND VOLUNTARY**  
**EXCLUSION LOWER TIER COVERED TRANSACTIONS**

Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, principal proposal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant further agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction" without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION - LOWER TIER COVERED TRANSACTIONS.**

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by a Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Subrecipient, Contractor  
Subcontractor, or Principal

By: Melannekneel

Its: \_\_\_\_\_

Date: 9/26/13

**Exhibit O**  
**Certification Regarding Lobbying**

The undersigned certifies, to the best of his knowledge or belief, that:

(1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal Contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**Subrecipient Organization Name:** Living Arts

Authorized Representative's Signature: Melanie Knoll

Printed Name: Melanie Knoll.

Title: Co-Executive Director Operations & Outreach

Date: 9/26/13



Exhibit P

**SEPARATION OF CHURCH AND STATE**

Pursuant to Title I of the Housing and Community Development Act of 1974, as amended, and the implementing CDBG regulations at 24 CFR 570.200(j) dated September 30, 2003, the Subrecipient agrees that with respect to use and expenditure of CDBG funds in performance of the Services hereunder:

- a) It will not discriminate against any person applying for, or seeking to participate in, CDBG funded activities on the basis of religion and will not limit such services or give preference to persons on the basis of religion or religious belief;
- b) It will provide no religious instruction or counseling, conduct no religious worship or services, and engage in no religious proselytizing, in the provision of funded CDBG activities;
- c) If the organization conducts any religious activities, such activities must be offered separately in time or location from the funded CDBG activities, and participation of beneficiaries of CDBG funded activities in any such religious activities must be wholly voluntary;
- d) If CDBG funds are received for public service activities, minor maintenance repairs may be made to the facility space in which public services are to be provided only in proportion to the CDBG funding allocation for the entire facility and to the extent to which the facility is used for secular, public service eligible purposes. Such space must not be a sanctuary, chapel or other room(s) used as a principal place of worship or for inherently religious activities. The above notwithstanding, such expenditures are governed by approved line items as provided in Exhibit B, Budget, of this Agreement and in no case shall maintenance repair costs exceed \$5,000.00, unless the City grants an exception in writing.
- e) No CDBG funds may be used to improve, acquire, construct, rehabilitate, repair or maintain a sanctuary, chapel or other rooms that a CDBG-funded religious congregation uses as its principal place of worship or for inherently religious activities. However, if CDBG funds are awarded for public facility rehabilitation, and space other than provided above is used, the CDBG funds may be used for rehabilitation of structures only to the extent and proportion that those structures are used for conducting eligible CDBG activities. CDBG funds may not exceed the cost of those portions of the rehabilitation that are attributable to eligible CDBG activities in accordance with cost accounting requirements of OMB Circular A-122.

Subrecipient Organization Name: Living Arts

Authorized Representative's Signature: Melanie Knoll

Printed Name: Melanie Knoll

Title: Co-Executive Director Operations + Outreach

Date: 9/26/13

## EXHIBIT Q

### INSURANCE WAIVER & CERTIFICATION for

Subrecipient Organization Name: \_\_\_\_\_

Subrecipient Certification for Waiver of Workers Compensation and Employers Liability Insurance

The undersigned authorized representative of the Subrecipient does hereby certify that the above named Subrecipient organization has no employees and does not intend to have any employees during the term of this Agreement.

It is further agreed that should the Subrecipient intend to hire and employ any person(s) during the term of this Agreement, the Subrecipient will: (1) notify the Planning and Development Department of such intent at least thirty (30) days prior to the employment of any such person; and (2) shall provide the Planning and Development Department with certificates of insurance covering Workers Compensation and Employers Liability as specified in Article 8.01 paragraph (a) of this Agreement at least ten (10) days prior to employing any such person(s).

Signed: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

EXHIBIT R

INSURANCE WAIVER & CERTIFICATION for

Subrecipient Organization Name: Living Arts

Subrecipient Certification for Waiver of Owned Automobile Liability Insurance

The undersigned authorized representative of the Subrecipient does hereby certify that the above named Subrecipient organization does not own and does not intend to own any automobile {including one or more car(s), van(s), truck(s) or other motor vehicle(s)} during the term of this Agreement.

It is further agreed that should the Subrecipient intend to acquire one or more automobile(s) {including one or more car(s), van(s), truck(s) or other motor vehicle(s)} during the term of this Agreement, the Subrecipient will: (1) notify the Planning and Development Department of such intent at least thirty (30) days prior to acquiring any such automobile; and (2) shall provide the Planning and Development Department with a certificate of insurance covering Automobile Liability as specified in Article 8.01 paragraph (c) of this Agreement upon its acquisition of such automobile(s).

Signed: Melanie Knoll

Printed Name: Melanie Knoll

Title: Co-Executive Director Operations + Outreach

Date: 9/26/13

EXHIBIT S

INSURANCE WAIVER & CERTIFICATION for

Subrecipient Organization Name: **Living Arts**

Subrecipient Certification for Waiver of Owned Auto Coverage ("Any Auto")

This will affirm that Living Arts, the Subrecipient under Agreement CPO No. **2882841** is an organization which owns no automobiles other than those which have been scheduled with the insurer providing automobile insurance coverage as shown on the insurance certificate provided and further affirms that the Subrecipient has no plans to acquire any additional automobiles during the term of the Agreement. If any such automobiles should be acquired during the term of the Agreement, the Subrecipient affirms that it will provide insurance coverage as required by the Agreement.

Signed for Subrecipient, by:

Melanne Knoll Co-Executive Director 9/26/13  
Name Title Operations + Outreach Date

Under these circumstances, it is requested that the requirement for Owned Auto Coverage be deemed satisfied by virtue of the fact that the Subrecipient has shown that it has the required coverage for scheduled autos.

Signed for Department, by:

A. Benson Project Manager 10-2-2013  
Name Title Date

EXHIBIT T  
INSURANCE WAIVER & CERTIFICATION for

Subrecipient Organization Name: Living Arts

PDD Determination: Insurance Certificates to be Submitted After City Execution of Agreement.

In accordance with Article 8.04 of this Agreement, the undersigned Project Manager of the Planning and Development Department authorizes delayed submission of the insurance certificates required in Article 8 hereof. The Subrecipient is instead required to submit all of the specified insurance certificates no later than ten (10) days after receipt of notice from the Planning and Development Department that the Agreement has been executed by the City Purchasing Director. The Planning and Development Department shall not issue a notice for commencement of Services hereunder until all such certificates are received by the Planning and Development Department.

Signed: A. Person

Printed Name: Sheri Person

Title: Project Manager

Date: 3-27-14

EXHIBIT V  
Weekly Time/task log  
(Sample- for NOF activities ONLY)

PLEASE CHANGE, ADD OR ELIMNATE ANY ACTIVITIES FROM WEEK TO WEEK AS APPLICABLE TO YOUR SITUATION

Use actual times so that this serves as a time sheet. Exhibit. E backup should match hours worked.

Staff position: Executive Director

(WEEKLY time/task log)

Week One -	Mon	Tues	Wed	Thurs	Fri	Sat	Weekly totals
	1-4-09	1-5-09	1-6-09	1-7-09	1-8-09		
(List the task performed by your organization)	(Time spent on task)						
Business/Community Event		9-11:30a					2.5
Business Counsel and Refer	1-3p	1-3p	1-3p	1-3p			8
Web-Site database	10:30-a.m 11:30a.m.						1
Lead Grant (2004-2007)							0
One-on-One client meeting				6-7:30 p			1.5
Staff training							0
Newsletter distribution	3-5p						2
Client Review	6-7:30 p				11a-12p		2.5
Workshops - plan/conduct							0
Collaborative partner meetings		12-1p					1
Other: Deliver NOF report	10-10:30a						0.5
Daily totals (total number of hours)	7	5.5	2	3.5	1		19

Prepared by: \_\_\_\_\_

Approved By: \_\_\_\_\_

Date \_\_\_\_\_

Signature: \_\_\_\_\_

COMMENTS:

Note: WEEKLY time/task log must be prepared for each week of the month

**EXHIBIT W**

**FUNDING AWARD EXPENDITURES**

**Subrecipient Organization Name:** Living Arts

The Subrecipient understands and agrees that the funding awards indicated in the Exhibit B, Budget shall be reimbursed when acceptable forms of payment and documentation are submitted to the City as prescribed in Exhibit D for costs and services performed during the term of the agreement.

Any remaining balance shall be reprogrammed within 30 days of expiration of the agreement. Any prior grant award balances shall be reprogrammed and rendered inaccessible to the Subrecipient.

Signed: Melanie Knoll

Printed Name: Melanie Knoll

Title: Co Executive Director Operations + Outreach

Date: 9/26/13